

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF NEW YORK**

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In re:

The Diocese of Buffalo, N.Y.,

Debtor.

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Case No. 1-20-10322-CLB

Chapter 11

**VERIFIED RULE 2019 DISCLOSURE**

Jeff Anderson & Associates, P.A. (hereinafter “Jeff Anderson & Associates”) submits this verified statement in accordance with Rule 2019 of the Federal Rules of Bankruptcy Procedure.<sup>1</sup>

1. Jeff Anderson & Associates has offices at 366 Jackson Street, Suite 100, Saint Paul, Minnesota 55101 and 363 7th Avenue, 12th Floor, New York, New York 10001. Attorneys Jeffrey R. Anderson, Michael G. Finnegan, and Stacey Benson, among others at Jeff Anderson & Associates, are duly licensed to practice before Courts of the State of New York and the United States District Court for the Western District of New York.

2. Jeff Anderson & Associates individually represents each Sexual Abuse Claimant (“Claimant”) listed in Exhibit A attached to this disclosure.<sup>2</sup> Due to confidentiality, each Claimant listed in Exhibit A has been identified by their Sexual Abuse Proof of Claim Form number. The names and addresses of the confidential Claimants are available to permitted parties who have

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<sup>1</sup> By filing this disclosure, Jeff Anderson & Associates does not concede that Rule 2019 is applicable to the firm because it does not represent “multiple creditors . . . that are (A) acting in concert to advance their common interests . . .” and instead represents each Claimant individually. Fed. R. Bankr. P. 2019(b)(1).

<sup>2</sup> Jeff Anderson & Associates individually represents each Claimant in partnership with Steve Boyd, PC, located at 2969 Main Street, Suite 100, Buffalo, NY 14214; LaFave, Wein & Frament, PLLC, located at 1 Wall Street, Albany, NY 12205; Carino Law LLC, 1565 208<sup>th</sup> Place, Bayside, NY 11360; Martin, Harding & Mazzotti, LLP, (now known as Harding & Mazzotti, LLP) 1 Wall Street, Albany, NY 12205; and/or Terrence P. Higgins, 69 Delaware Avenue, Suite 100, Buffalo, NY 14202, as indicated in the attached retainer agreements.

executed a confidentiality agreement and have access to the Sexual Abuse Claim Forms. (Order establishing August 14, 2021 as the deadline for filing Proofs of Claim, Doc. No. 729.)

3. Pursuant to individual fee agreements, Jeff Anderson & Associates was individually retained by each Claimant listed in Exhibit A to pursue claims for damages against The Diocese of Buffalo, N.Y. as a result of sexual abuse. This includes representing and acting on behalf of each Claimant in the bankruptcy case. An exemplar copy of each form of retainer agreement authorizing Jeff Anderson & Associates to act on behalf of each Claimant and providing for the payment of Jeff Anderson & Associates' fees and costs has been filed with this statement.<sup>3</sup> The form of retainer agreement pertaining to each Claimant is indicated on Exhibit A.

4. Jeff Anderson & Associates' interest relative to each Claimant is outlined in each retainer agreement executed by the Claimant and is set forth in the exemplar retainer agreements.

5. As of the date of this Statement, each Claimant maintains an individual economic interest against the Debtor, The Diocese of Buffalo, N.Y., that has been disclosed in the Confidential Sexual Abuse Claim Supplement or will be disclosed in the future.

6. The information set forth in this Statement is intended only to comply with Bankruptcy Rule 2019 and not for any other purpose.

7. The undersigned reserves the right to amend or supplement this Statement in accordance with the requirements of Bankruptcy Rule 2019 at any time in the future.

Pursuant to Rule 9011(e) of the Federal Rules of Bankruptcy Procedure, I verify under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge, information and belief.

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<sup>3</sup> Information personally identifying the Claimants has been redacted from the retainer agreement exemplars in accordance with the Confidentiality Protocol as stated the Court's Order establishing August 14, 2021 as the deadline for filing Proofs of Claims (Doc. No. 729).

Dated: October 29, 2024.

JEFF ANDERSON & ASSOCIATES, P.A.

/s/ Michael G. Finnegan

Jeffrey R. Anderson

Michael G. Finnegan

Stacey Benson

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Attorneys for Certain Abuse Survivor Claimants

## **EXHIBIT A**

### **CLAIMANTS REPRESENTED BY JEFF ANDERSON & ASSOCIATES, P.A.**

<b>Claimant No.</b>	<b>Type of Fee Agreement<sup>1</sup></b>	<b>Date of Fee Agreement</b>
CC018	1	9/11/2019
CC020	2	9/11/2019
CC022	3	12/6/2020
CC023	2	7/29/2019
CC024	2	8/9/2019
CC025	2	11/25/2019
CC026	2	7/27/2019
CC030	3	8/31/2020
CC031	2	12/15/2019
CC032	2	7/8/2019
CC033	3	6/10/2022
CC034	2	9/19/2019
CC035	2	7/26/2019
CC036	4	1/21/2020
CC037	3	9/21/2020
CC038	2	7/26/2019
CC039	2	9/3/2019
CC040	3	6/10/2022
CC041	2	7/26/2019
CC042	3	7/16/2021
CC043	2	8/16/2019
CC044	2	9/6/2019
CC045	3	7/5/2022
CC046	2	4/28/2020
CC047	2	6/13/2020
CC048	2	8/22/2019
CC049	2	8/6/2019
CC050	2	11/6/2019
CC051	2	11/7/2019
CC052	2	8/15/2019
CC053	2	7/17/2019
CC058	3	7/28/2022
CC059	2	11/8/2019
CC062	2	10/21/2019
CC063	2	8/10/2020
CC064	3	8/4/2020
CC065	2	8/30/2019

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<sup>1</sup>The fee agreements are referenced by the exhibit number of the redacted examples attached to the Verified Rule 2019 Disclosure.



<b>Claimant No.</b>	<b>Type of Fee Agreement<sup>1</sup></b>	<b>Date of Fee Agreement</b>
CC066	2	8/8/2019
CC068	8	7/20/2019
CC069	2	8/9/2019
CC070	2	9/5/2019
CC071	2	7/29/2019
CC072	2	2/21/2020
CC073	3	5/11/2021
CC103	2	10/19/2019
CC104	2	8/1/2019
CC105	2	3/9/2020
CC106	2	7/28/2019
CC107	2	8/9/2019
CC108	3	12/16/2020
CC109	2	8/14/2020
CC110	2	3/2/2020
CC112	2	8/12/2019
CC113	2	8/6/2019
CC114	3	7/18/2020
CC115	5	7/15/2019
CC116	2	7/29/2019
CC117	2	8/1/2019
CC119	2	10/29/2019
CC123	2	8/16/2019
CC124	2	8/15/2019
CC125	3	7/7/2020
CC127	3	8/19/2020
CC128	2	4/23/2020
CC134	3	7/18/2022
CC135	2	12/12/2019
CC136	3	7/19/2022
CC137	2	3/17/2020
CC138	3	1/13/2021
CC139	2	2/28/2020
CC140	2	7/29/2019
CC141	3	7/31/2020
CC142	5	7/12/2019
CC143	3	8/18/2020
CC145	3	8/22/2022
CC146	2	7/30/2019
CC149	2	8/11/2019
CC150	2	7/29/2019
CC151	2	11/20/2019
CC153	2	1/13/2020
CC154	2	9/1/2019

<b>Claimant No.</b>	<b>Type of Fee Agreement<sup>1</sup></b>	<b>Date of Fee Agreement</b>
CC155	3	1/13/2021
CC156	2	8/6/2019
CC157	2	2/25/2020
CC158	2	8/8/2019
CC159	2	9/17/2019
CC163	2	12/5/2019
CC164	3	3/31/2021
CC165	3	1/25/2021
CC166	3	8/28/2020
CC167	2	1/8/2020
CC168	2	8/29/2019
CC169	2	4/19/2020
CC170	2	10/5/2019
CC171	13	5/25/2018
CC172	2	2/6/2020
CC173	2	8/2/2019
CC174	2	9/9/2019
CC175	2	1/14/2020
CC176	2	7/25/2019
CC181	2	4/11/2020
CC184	2	6/16/2020
CC185	3	8/28/2020
CC186	2	3/3/2020
CC187	5	4/29/2021
CC188	5	8/2/2019
CC189	3	4/20/2021
CC190	2	2/15/2020
CC193	2	8/26/2019
CC194	2	8/19/2019
CC195	2	1/13/2020
CC197	2	7/30/2019
CC198	2	8/19/2019
CC199	2	8/6/2019
CC200	3	5/21/2021
CC201	2	9/17/2019
CC202	2	3/21/2020
CC203	3	9/2/2020
CC204	3	5/27/2021
CC205	2	9/26/2019
CC206	3	8/5/2020
CC207	14	2/22/2019
CC208	2	7/30/2019
CC211	2	8/19/2019
CC212	11	9/28/2021

<b>Claimant No.</b>	<b>Type of Fee Agreement<sup>1</sup></b>	<b>Date of Fee Agreement</b>
CC213	3	8/3/2020
CC214	2	8/6/2019
CC215	3	8/13/2020
CC216	3	8/18/2020
CC217	3	5/25/2021
CC218	2	7/27/2019
CC219	2	7/29/2019
CC220	2	7/30/2019
CC221	2	8/6/2019
CC222	3	5/31/2021
CC223	3	3/12/2021
CC225	3	1/11/2021
CC226	2	1/31/2020
CC227	3	10/27/2020
CC228	2	8/20/2019
CC229	3	4/29/2022
CC230	2	1/23/2020
CC231	3	1/14/2021
CC232	2	9/17/2019
CC233	2	6/9/2020
CC234	2	10/20/2019
CC235	2	11/4/2019
CC236	2	8/5/2019
CC237	3	7/20/2020
CC238	2	8/16/2019
CC239	2	9/26/2019
CC240	2	5/12/2020
CC241	2	2/7/2020
CC242	2	3/17/2020
CC243	3	8/3/2020
CC244	2	8/14/2019
CC245	10	7/19/2019
CC246	3	8/10/2020
CC247	3	7/7/2020
CC248	2	11/19/2019
CC249	3	7/6/2020
CC250	3	12/22/2020
CC251	2	8/7/2019
CC252	3	4/18/2022
CC253	2	11/8/2019
CC254	2	8/9/2019
CC255	2	8/20/2019
CC256	2	8/21/2019
CC257	2	7/1/2020

<b>Claimant No.</b>	<b>Type of Fee Agreement<sup>1</sup></b>	<b>Date of Fee Agreement</b>
CC258	2	8/19/2019
CC259	2	4/14/2020
CC260	3	3/26/2021
CC261	2	7/20/2020
CC262	2	8/10/2019
CC263	3	10/17/2020
CC264	2	9/5/2019
CC265	2	8/9/2019
CC266	3	8/17/2020
CC267	2	7/26/2019
CC268	3	8/1/2022
CC269	3	5/27/2021
CC270	3	7/21/2020
CC271	2	3/3/2020
CC272	2	7/25/2019
CC273	2	1/23/2020
CC274	2	8/17/2019
CC275	2	12/19/2019
CC276	2	8/7/2019
CC282	3	10/19/2020
CC283	2	9/9/2019
CC284	2	7/31/2019
CC285	3	9/2/2020
CC286	2	10/3/2019
CC287	2	2/8/2020
CC288	2	9/15/2020
CC289	2	8/15/2019
CC290	3	4/28/2022
CC291	3	3/22/2021
CC292	2	9/20/2019
CC298	2	8/9/2019
CC300	3	7/28/2020
CC301	3	9/4/2020
CC302	2	9/30/2019
CC303	3	9/11/2020
CC305	2	11/8/2019
CC306	2	8/11/2019
CC307	2	8/5/2019
CC308	2	8/7/2019
CC310	2	8/3/2019
CC311	9	1/30/2020
CC313	3	6/4/2021
CC314	3	6/21/2021
CC315	2	12/25/2019

<b>Claimant No.</b>	<b>Type of Fee Agreement<sup>1</sup></b>	<b>Date of Fee Agreement</b>
CC316	2	8/5/2019
CC317	2	8/15/2019
CC318	2	7/31/2019
CC323	2	2/27/2020
CC328	2	8/20/2019
CC333	2	8/10/2019
CC334	2	4/28/2020
CC339	3	6/14/2021
CC341	2	7/27/2019
CC342	3	6/6/2023
CC344	3	7/25/2020
CC345	2	9/23/2019
CC346	2	3/11/2020
CC347	2	3/10/2020
CC351	2	7/29/2019
CC352	3	4/25/2022
CC354	2	3/30/2020
CC355	3	6/29/2020
CC356	3	8/21/2020
CC357	2	7/29/2019
CC358	2	7/28/2019
CC359	2	3/7/2020
CC360	3	11/10/2020
CC361	2	9/1/2019
CC362	2	9/17/2019
CC363	3	8/1/2020
CC364	2	7/9/2020
CC365	2	7/25/2019
CC366	2	8/8/2019
CC367	2	4/29/2020
CC368	3	9/28/2020
CC369	3	6/16/2020
CC370	3	8/11/2020
CC371	2	1/22/2020
CC372	2	8/18/2019
CC373	2	8/21/2019
CC374	3	8/19/2020
CC375	2	8/23/2019
CC376	2	8/4/2019
CC377	1	9/11/2019
CC378	3	8/18/2020
CC379	3	5/27/2021
CC388	3	4/26/2022
CC390	2	10/24/2019

<b>Claimant No.</b>	<b>Type of Fee Agreement<sup>1</sup></b>	<b>Date of Fee Agreement</b>
CC391	2	3/27/2020
CC392	3	7/14/2020
CC393	3	7/9/2020
CC394	2	6/5/2020
CC395	3	6/25/2021
CC396	3	8/17/2020
CC397	2	5/27/2020
CC398	2	8/12/2019
CC399	2	8/19/2019
CC403	3	6/8/2021
CC404	5	6/24/2019
CC405	2	9/11/2019
CC406	3	8/14/2022
CC409	2	10/29/2019
CC410	3	3/22/2021
CC411	2	7/26/2019
CC412	2	8/29/2019
CC425	3	9/16/2020
CC426	7	7/29/2019
CC428	3	6/16/2020
CC429	2	8/3/2020
CC431	2	8/2/2019
CC432	3	6/21/2021
CC437	2	7/26/2019
CC438	3	7/6/2021
CC447	13	4/26/2018
CC448	3	6/29/2021
CC449	3	7/7/2021
CC458	2	7/26/2019
CC459	3	6/12/2021
CC461	6	7/30/2020
CC462	2	9/10/2019
CC468	3	8/3/2021
CC470	2	8/3/2019
CC475	2	2/3/2020
CC477	2	2/2/2020
CC479	3	6/30/2021
CC482	2	8/7/2019
CC484	3	9/16/2020
CC499	3	6/15/2021
CC506	2	4/13/2020
CC519	3	8/22/2020
CC523	2	8/5/2019
CC524	3	4/13/2021

<b>Claimant No.</b>	<b>Type of Fee Agreement<sup>1</sup></b>	<b>Date of Fee Agreement</b>
CC541	3	7/14/2021
CC543	2	4/9/2020
CC544	3	8/18/2020
CC549	2	5/26/2020
CC550	3	7/1/2021
CC561	12	9/9/2019
CC562	3	7/2/2021
CC563	3	7/13/2021
CC564	3	12/2/2021
CC565	2	5/28/2020
CC566	In process	
CC567	3	7/27/2020
CC568	3	11/1/2020
CC569	3	7/13/2021
CC571	3	7/16/2021
CC585	3	7/20/2021
CC586	2	8/21/2019
CC587	3	6/14/2021
CC588	3	7/7/2021
CC589	3	7/3/2021
CC590	3	7/12/2021
CC591	3	8/18/2020
CC595	3	8/5/2021
CC596	3	7/15/2021
CC597	2	1/10/2020
CC598	2	1/10/2020
CC609	3	9/1/2021
CC624	3	1/28/2022
CC625	3	7/22/2021
CC630	3	7/29/2021
CC641	2	12/19/2019
CC642	3	8/3/2021
CC643	3	7/30/2021
CC651	3	7/30/2021
CC653	In process	
CC654	2	9/19/2019
CC655	3	7/29/2021
CC669	3	8/3/2021
CC673	3	8/16/2021
CC674	3	8/5/2021
CC675	3	8/9/2021
CC676	3	7/29/2021
CC689	3	8/6/2021
CC690	3	8/21/2021

<b>Claimant No.</b>	<b>Type of Fee Agreement<sup>1</sup></b>	<b>Date of Fee Agreement</b>
CC691	In process	
CC702	3	8/3/2021
CC703	3	9/10/2021
CC704	3	8/13/2021
CC705	3	8/2021
CC709	3	8/5/2021
CC710	3	8/13/2021
CC711	3	8/16/2021
CC715	3	8/9/2021
CC718	In process	
CC719	3	8/16/2021
CC732	3	8/11/2021
CC751, CC752	3	8/10/2021
CC756	3	8/12/2021
CC762	3	8/16/2021
CC775	3	6/3/2022
CC779	3	10/14/2021
CC789	3	8/15/2021
CC805	In process	
CC852	3	8/17/2021
CC889	3	8/12/2021
CC891	3	8/27/2021
CC895	3	8/17/2021
CC914	3	7/15/2022
CC915	In process	
CC922	3	8/20/2021
CC930	3	8/25/2021
CC932	In process	
CC933	3	10/4/2021
CC939	3	9/5/2021
CC942	3	10/14/2021
CC947	3	8/24/2021
CC999	3	3/11/2022



# EXHIBIT 1



## LAWYER-CLIENT CONTINGENT FEE AGREEMENT

### THE PURPOSE OF THIS AGREEMENT

I, [REDACTED] have hired the law firm of Jeff Anderson & Associates, PA and The Law Offices of Steve Boyd/John Elmore (the "Lawyers") to represent me in investigating and pursuing my claims for injuries and damages arising from sexual abuse against the Diocese of Buffalo, N.Y., Bishop Fallon High School, The Oblates of Mary Immaculate Order et al. I am not hiring the Lawyers for any other purpose and they have no obligation to represent me in any other matters.

### CONDITIONS

This agreement takes effect to commit the Lawyers to representation only when I return this signed copy to the Lawyers.

### SCOPE OF SERVICES

The Lawyers represent only me in the matter referenced above. This representation lasts until a settlement or final judgment. Any appeal or proceeding to collect a judgment requires agreement and a new fee agreement.

### RESPONSIBILITIES OF THE PARTIES

I authorize the Lawyers to take any steps they deem necessary to pursue a claim, including initiate litigation. I agree to cooperate in any way necessary, including promptly responding to letters, emails, and phone calls. I agree to keep the Lawyers updated on my contact information and developments in the case.

I understand the Lawyers may need to obtain my medical records, income tax records, or other records while investigating or pursuing my claims, and I hereby authorize them to do so. I also authorize the Lawyers to re-release copies of any of my records that they receive if, in their discretion, it would be appropriate to do so in the investigation or pursuit of my claims.

### ADVANCE WAIVER OF ACTUAL OR POTENTIAL CONFLICTS

The Lawyers may represent other individuals who were injured, and may have been injured by the same perpetrator and/or by the same defendant. It is possible that some of our present or future clients could have interests which conflict with yours, such as follows:

- (i) That there is a limited amount of funds available for all survivors of the same perpetrator or defendant due to insurance limits, bankruptcy, etc. and that the Lawyers' representation of other survivors may cause your recovery to be reduced.
- (ii) That the Lawyers' representation of another survivor of the same perpetrator or defendant may alert the defendants of the existence of a potential adverse witness to your case.


The Lawyers will advocate for each client individually.

By signing this agreement, I authorize the Lawyers to vigorously advocate for all of their clients, regardless of whether that may create a conflict to my interests even if that could reduce their recovery. As a condition to our undertaking this matter, I give my informed consent by initialing below and hereby waive any actual or potential conflict of interests and agree that the Lawyers may continue to represent or may undertake in the future to represent existing or new clients in any matter even if the interests of such individuals in those other matters are actually or potentially adverse to me.

Client's Initials: 

#### LAWYERS' FEES

As compensation to the Lawyers, I agree to pay the Lawyers one-third (33 1/3%) of the sum recovered. On a minor's case, a different fee may be set by the court.

The Lawyers will bear the cost of all expenses related to the case.  will not be charged any expenses.

~~I understand that I can choose how costs and expenses are paid. Costs and expenses may either be advanced by me or the Lawyers. I may choose either option:~~

#### ~~PLEASE SELECT ONE:~~

~~\_\_\_\_\_ OPTION 1: The Lawyers will pay all expenses on their own account, regardless of the outcome of the matter. Under OPTION 1, I will not have to pay the Lawyers for expenses if they do not obtain a recovery for me. Fees will be computed on the gross sum recovered.~~

~~\_\_\_\_\_ OPTION 2: I will personally advance money for costs and expenses. I will be billed periodically for these expenses. Under OPTION 2, I remain liable for all costs and expenses regardless of the outcome of this matter. Fees will be computed on the net sum recovered after deducting expenses.~~

The above paragraphs have been purposely deleted by the Lawyers.

## **SETTLEMENT PAYMENTS OVER A PERIOD OF TIME**

If my case is settled in whole or in part by periodic payments (which is sometimes referred to as a structured settlement), the fee is based on the value of the settlement at the time of settlement, including the actual cost of the structure.

## **RESPONSIBILITY AND FEE SHARING**

Jeff Anderson & Associates and the Law Offices of Steve Boyd/John Elmore jointly assume responsibility for the representation of me. I acknowledge and agree that they will divide the Lawyers' Fees as follows: Jeff Anderson and Associates, PA will receive sixty percent (60%) and The Law Offices of Steve Boyd/John Elmore will receive forty percent (40%) of the attorney fees' recovery.

## **~~MY RESPONSIBILITY TO PAY EXPENSES~~**

~~The Lawyers must pay expenses to handle my case. It is difficult for the Lawyers to accurately predict the amount and type of expenses they will have to pay. Some examples of these expenses are court filing fees, court reporter fees, traveling and lodging expenses, consultant fees, expert witness fees, computer service fees, charges for telephone, postage, and photocopying, and charges for my records.~~

~~I permit the Lawyers to pay the expenses they decide, in their sole discretion, are appropriate in handling my case.~~

The above paragraphs have been purposely deleted by the Lawyers.

## **~~MY RIGHT TO APPROVE A SETTLEMENT~~**

My Lawyers will not settle my claims without my approval.

## **RECEIPT OF PROCEEDS**

By this agreement, I authorize the Lawyers to endorse any settlement or judgment proceeds and to be deposited into the Lawyers' trust account for disbursement in accordance with the provisions of this agreement.

## **LIEN**

I agree that the Lawyers have a lien on and a security interest in any recovery for their fees and expenses associated with their efforts on my behalf. That is true even if the Lawyers are fired by me or the Lawyers withdraw representation.

## **THE LAWYERS' RIGHT TO WITHDRAW**

I agree that the Lawyers may withdraw from my case if I do not cooperate in the handling of my case or if the Rules of Professional Conduct that apply to the Lawyers permit or require them to withdraw. I further agree that even after I start a lawsuit, the Lawyers may discover facts that lead them to recommend that I dismiss my lawsuit or that I hire other lawyers to handle my case. If the Lawyers decide to withdraw from my case, they will try to protect my interests to the extent possible by giving me reasonable notice, allowing me time to obtain other lawyers, and giving me any papers and property in their possession which belong to me. The Lawyers have no duty to find other lawyers in the event they withdraw from my case.

## **MY RIGHT TO FIRE THE LAWYERS**

I realize that I have the right to fire the Lawyers at any time, even if I have no reason. If I fire the Lawyers, I understand that the Lawyers have a right to seek compensation on the basis of the contingent fee agreement, based on considerations that are beyond the value of the Lawyers' hourly rates in this matter and expenses.

## **CONCLUSION OF SERVICES**

If, upon investigation of this matter, the Lawyers find that no further action is warranted, the Lawyers will notify me by First Class Mail, sent to my last known address, that no further action is warranted and that this contract is terminated as a result.

## **THIS AGREEMENT REPLACES OTHER AGREEMENTS**

This agreement states the entire agreement between me and the Lawyers and takes the place of any earlier oral or written agreements. This agreement is to be interpreted in accordance with New York law. The terms of this agreement may only be changed by a separate written agreement signed and dated by me and the Lawyers.

## **PRESERVATION**

I agree to preserve documents and items in my possession or control that may be relevant to my claim. This includes, but is not limited to medical records, bills, electronic mail, Facebook, and/or other social media posts, blogs, photographs, videos, journals, calendars, etc. I understand that failure to preserve all relevant information could result in the eventual dismissal of my claim or other penalties or sanctions against me. If I have any questions, I will contact the Lawyers before taking any action to

destroy or alter any relevant information or if I am uncertain whether a document or item is relevant.

#### **FILE RETENTION POLICY**

I understand that the Lawyers have implemented a file-retention program under which they will keep my file for a certain number of years after termination of my representation. When my case is completed, the Lawyers will notify me that they are closing my file and that they will keep my file in storage for a stated number of years after the file's closure. After the stated number of years has passed, I will be contacted and my file either will be returned to me or will be destroyed in a manner that ensures confidentiality of the information contained therein.

#### **DISCLOSURE OF INSURANCE INFORMATION**

Consistent with or as may be required by certain states' rules of ethics or for members of the bar, the Lawyers hereby confirms that it has Professional Liability insurance coverage that applies to and covers the legal services governed by this agreement.

#### **DISCLAIMER**

The Lawyers cannot assure me that I will recover any sum or sums in this matter. I acknowledge that the Lawyers have made no promise or guarantees about the outcome of this matter.

#### **APPROVAL OF THIS AGREEMENT**

I have read this agreement, I have asked the Lawyers all of the questions I have about this agreement, I understand the above terms, and I agree to the above terms. I further acknowledge receipt of a copy of this signed agreement.

DATE: 09-11-2019

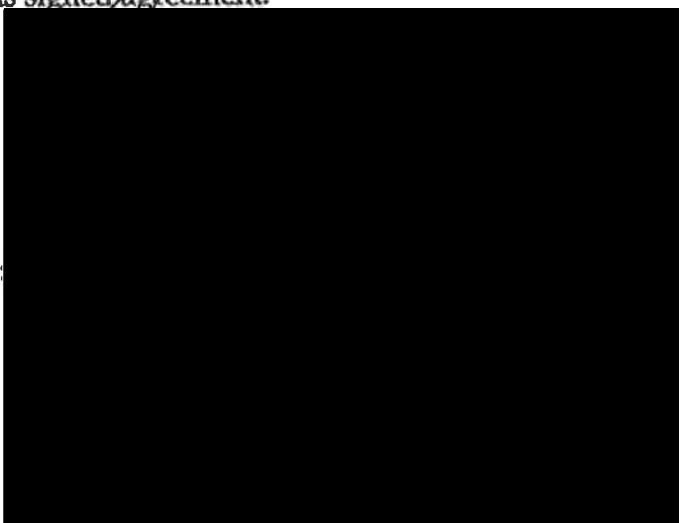
CLIENT:

NAME:

ADDRESS:

PHONE:

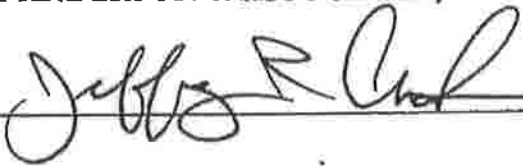
EMAIL:



The Lawyers will provide representation as per this Agreement, assuming that, upon investigation of this matter, we find that the matter warrants further action. If the matter does not warrant further action, the Lawyers will notify me by First Class Mail, at my last known address, that no further action is warranted and that this contract is terminated as a result.


**JEFF ANDERSON & ASSOCIATES, PA**

Dated: 9/18/19

By: 

**STEVE BOYD, PC**

Dated: 9/16/19

By: 

# EXHIBIT 2





JEFF ANDERSON & ASSOCIATES PA  
REACHING ACROSS TIME FOR JUSTICE



THE LAW OFFICES OF  
Steve Boyd | John Elmore

## LAWYER-CLIENT CONTINGENT FEE AGREEMENT

### THE PURPOSE OF THIS AGREEMENT

I, [REDACTED] have hired the law firm of Jeff Anderson & Associates, PA and The Law Offices of Steve Boyd/John Elmore (the "Lawyers") to represent me in investigating and pursuing my claims for injuries and damages arising from sexual abuse against the **Diocese of Buffalo**. I am not hiring the Lawyers for any other purpose and they have no obligation to represent me in any other matters.

### CONDITIONS

This agreement takes effect to commit the Lawyers to representation only when I return this signed copy to the Lawyers.

### SCOPE OF SERVICES

The Lawyers represent only me in the matter referenced above. This representation lasts until a settlement or final judgment. Any appeal or proceeding to collect a judgment requires agreement and a new fee agreement.

### RESPONSIBILITIES OF THE PARTIES

I authorize the Lawyers to take any steps they deem necessary to pursue a claim, including initiate litigation. I agree to cooperate in any way necessary, including promptly responding to letters, emails, and phone calls. I agree to keep the Lawyers updated on my contact information and developments in the case.

I understand the Lawyers may need to obtain my medical records, income tax records, or other records while investigating or pursuing my claims, and I hereby authorize them to do so. I also authorize the Lawyers to re-release copies of any of my records that they receive if, in their discretion, it would be appropriate to do so in the investigation or pursuit of my claims.

### ADVANCE WAIVER OF ACTUAL OR POTENTIAL CONFLICTS

The Lawyers may represent other individuals who were injured, and may have been injured by the same perpetrator and/or by the same defendant. It is possible that some of our present or future clients could have interests which conflict with yours, such as follows:

- (i) That there is a limited amount of funds available for all survivors of the same perpetrator or defendant due to insurance limits, bankruptcy, etc. and that the Lawyers' representation of other survivors may cause your recovery to be reduced.
- (ii) That the Lawyers' representation of another survivor of the same perpetrator or defendant may alert the defendants of the existence of a potential adverse witness to your case.

The Lawyers will advocate for each client individually.

By signing this agreement, I authorize the Lawyers to vigorously advocate for all of their clients, regardless of whether that may create a conflict to my interests even if that could reduce their recovery. As a condition to our undertaking this matter, I give my informed consent by initialing below and hereby waive any actual or potential conflict of interests and agree that the Lawyers may continue to represent or may undertake in the future to represent existing or new clients in any matter even if the interests of such individuals in those other matters are actually or potentially adverse to me.


Client's Initials: 

#### LAWYERS' FEES

As compensation to the Lawyers, I agree to pay the Lawyers one-third (33 1/3%) of the sum recovered. On a minor's case, a different fee may be set by the court.

I understand that I can choose how costs and expenses are paid. Costs and expenses may either be advanced by me or the Lawyers. I may choose either option:

#### PLEASE SELECT ONE:

 **OPTION 1:** The Lawyers will pay all expenses on their own account, regardless of the outcome of the matter. Under **OPTION 1**, I will not have to pay the Lawyers for expenses if they do not obtain a recovery for me. Fees will be computed on the gross sum recovered.

\_\_\_\_\_ **OPTION 2:** I will personally advance money for costs and expenses. I will be billed periodically for these expenses. Under **OPTION 2**, I remain liable for all costs and expenses regardless of the outcome of this matter. Fees will be computed on the net sum recovered after deducting expenses.

## **SETTLEMENT PAYMENTS OVER A PERIOD OF TIME**

If my case is settled in whole or in part by periodic payments (which is sometimes referred to as a structured settlement), the fee is based on the value of the settlement at the time of settlement, including the actual cost of the structure.

## **RESPONSIBILITY AND FEE SHARING**

Jeff Anderson & Associates and the Law Offices of Steve Boyd/John Elmore jointly assume responsibility for the representation of me. I acknowledge and agree that they will divide the Lawyers' Fees as follows: Jeff Anderson and Associates, PA will receive sixty percent (60%) and The Law Offices of Steve Boyd/John Elmore will receive forty percent (40%) of the attorney fees' recovery.

## **MY RESPONSIBILITY TO PAY EXPENSES**

The Lawyers must pay expenses to handle my case. It is difficult for the Lawyers to accurately predict the amount and type of expenses they will have to pay. Some examples of these expenses are court filing fees, court-reporter fees, traveling and lodging expenses, consultant fees, expert-witness fees, computer-service fees, charges for telephone, postage, and photocopying, and charges for my records.

I permit the Lawyers to pay the expenses they decide, in their sole discretion, are appropriate in handling my case.

## **MY RIGHT TO APPROVE A SETTLEMENT**

My Lawyers will not settle my claims without my approval.

## **RECEIPT OF PROCEEDS**

By this agreement, I authorize the Lawyers to endorse any settlement or judgment proceeds and to be deposited into the Lawyers' trust account for disbursement in accordance with the provisions of this agreement.

## **LIEN**

I agree that the Lawyers have a lien on and a security interest in any recovery for their fees and expenses associated with their efforts on my behalf. That is true even if the Lawyers are fired by me or the Lawyers withdraw representation.

## **THE LAWYERS' RIGHT TO WITHDRAW**

I agree that the Lawyers may withdraw from my case if I do not cooperate in the handling of my case or if the Rules of Professional Conduct that apply to the Lawyers permit or require them to withdraw. I further agree that even after I start a lawsuit, the Lawyers may discover facts that lead them to recommend that I dismiss my lawsuit or that I hire other lawyers to handle my case. If the Lawyers decide to withdraw from my case, they will try to protect my interests to the extent possible by giving me reasonable notice, allowing me time to obtain other lawyers, and giving me any papers and property in their possession which belong to me. The Lawyers have no duty to find other lawyers in the event they withdraw from my case.

## **MY RIGHT TO FIRE THE LAWYERS**

I realize that I have the right to fire the Lawyers at any time, even if I have no reason. If I fire the Lawyers, I understand that the Lawyers have a right to seek compensation on the basis of the contingent fee agreement, based on considerations that are beyond the value of the Lawyers' hourly rates in this matter and expenses.

## **CONCLUSION OF SERVICES**

If, upon investigation of this matter, the Lawyers find that no further action is warranted, the Lawyers will notify me by First Class Mail, sent to my last known address, that no further action is warranted and that this contract is terminated as a result.

## **THIS AGREEMENT REPLACES OTHER AGREEMENTS**

This agreement states the entire agreement between me and the Lawyers and takes the place of any earlier oral or written agreements. This agreement is to be interpreted in accordance with New York law. The terms of this agreement may only be changed by a separate written agreement signed and dated by me and the Lawyers.

## **PRESERVATION**

I agree to preserve documents and items in my possession or control that may be relevant to my claim. This includes, but is not limited to medical records, bills, electronic mail, Facebook, and/or other social media posts, blogs, photographs, videos, journals, calendars, etc. I understand that failure to preserve all relevant information could result in the eventual dismissal of my claim or other penalties or sanctions against me. If I have any questions, I will contact the Lawyers before taking any action to destroy or alter any relevant information or if I am uncertain whether a document or item is relevant.

## FILE RETENTION POLICY

I understand that the Lawyers have implemented a file-retention program under which they will keep my file for a certain number of years after termination of my representation. When my case is completed, the Lawyers will notify me that they are closing my file and that they will keep my file in storage for a stated number of years after the file's closure. After the stated number of years has passed, I will be contacted and my file either will be returned to me or will be destroyed in a manner that ensures confidentiality of the information contained therein.

## DISCLOSURE OF INSURANCE INFORMATION

Consistent with or as may be required by certain states' rules of ethics or for members of the bar, the Lawyers hereby confirms that it has Professional Liability insurance coverage that applies to and covers the legal services governed by this agreement.

## DISCLAIMER

The Lawyers cannot assure me that I will recover any sum or sums in this matter. I acknowledge that the Lawyers have made no promise or guarantees about the outcome of this matter.

## APPROVAL OF THIS AGREEMENT

I have read this agreement, I have asked the Lawyers all of the questions I have about this agreement, I understand the above terms, and I agree to the above terms. I further acknowledge receipt of a copy of this signed agreement.

DATE: 9-11-19

CLIENT:

NAME:

ADDRESS:

PHONE:

EMAIL:

The Lawyers will provide representation as per this Agreement, assuming that, upon investigation of this matter, we find that the matter warrants further action. If the matter does not warrant further action, the Lawyers will notify me by First Class Mail,

at my last known address, that no further action is warranted and that this contract is terminated as a result.

JEFF ANDERSON & ASSOCIATES, PA

Dated: 9/18/19

By: 

STEVE BOYD, PC

Dated: 9/18/19

By: 

# EXHIBIT 3



## LAWYER-CLIENT CONTINGENT FEE AGREEMENT

### THE PURPOSE OF THIS AGREEMENT

I, [REDACTED], have hired the law firms of Jeff Anderson & Associates, PA and Steve Boyd, PC (the "Lawyers") to represent me in investigating and pursuing my claims for injuries and damages arising from sexual abuse against the **Diocese of Buffalo and/or St. John the Baptist**. The Lawyers only represent me in the matter referenced above. This representation lasts until a settlement or final judgment. I am not hiring the Lawyers for any other purpose and they have no obligation to represent me in any other matters.

### CONDITIONS

This agreement takes effect to commit the Lawyers to representation only when I return this signed copy to the Lawyers.

### LEGAL FEES

As compensation to the Lawyers, I agree to pay the Lawyers one-third (33 1/3%) of the sum recovered. On a minor's case, a different fee may be set by the court.

### LEGAL COSTS AND EXPENSES – DEFINITION OF "RECOVERED"

The Lawyers must pay expenses to handle my case. It is difficult for the Lawyers to accurately predict the amount and type of expenses they will have to pay. Some examples of these expenses are court filing fees, court reporter fees, traveling and lodging expenses, consultant fees, expert-witness fees, process server fees, charges for telephone, postage, and photocopying, and charges for records.

I permit the Lawyers to pay the expenses they decide, in their sole discretion, are appropriate in handling my case.

**I understand that I can choose how costs and expenses are paid.** Costs and expenses may be either advanced by the Lawyers or me. I may choose either option:

### PLEASE CHECK AND INITIAL ONE:

☒ **OPTION 1:** The Lawyers will pay all costs and expenses of the litigation on their own account, regardless of the outcome of the matter. Under **OPTION 1**, I will not have to pay the Lawyers for costs and expenses if they do not obtain a recovery for me. Fees will be calculated on the gross sum recovered, including any awarded attorney's fees and/or costs, before deducting costs and expenses.



\_\_\_\_\_ OPTION 2: I will personally advance the money for all costs and expenses. I will be billed periodically for these expenses. Under OPTION 2, I remain liable for all costs and expenses regardless of the outcome of the matter. Fees will be calculated on the net sum recovered after deducting costs and expenses.

If the Lawyers obtains a recovery for me, they will give me a written statement at the end of my case explaining the outcome of my case, the total recovery, the Lawyers' fees, the expenses I have to pay, and my net recovery.

#### **JOINT REPRESENTATION AND FEE SHARING**

The Lawyers jointly assume responsibility for the representation of me. I acknowledge and agree that as part of this agreement, the Lawyers will receive one third (1/3) of any monetary settlement, judgment or recovery in my case (hereinafter "Legal Fee"), in addition to disbursements or costs and expenses incurred during the litigation, as referenced in the earlier part of this Agreement. The Lawyers will divide the Legal Fee as follows: Jeff Anderson & Associates, PA will receive sixty percent (60%) and Steve Boyd, PC will receive forty percent (40%) of the legal fees.

#### **RESPONSIBILITIES OF THE PARTIES**

I authorize the Lawyers to take any steps they deem necessary to pursue a claim, including initiating litigation. I agree to cooperate in any way necessary, including promptly responding to letters, emails, and phone calls. I agree to keep the Lawyers updated on my contact information and as to all information relevant to my case or changes in circumstance(s) that may arise during my case.

I understand the Lawyers may need to obtain my medical records, income tax records, or other records while investigating or pursuing my claims, and I hereby authorize them to do so. I also authorize the Lawyers to re-release copies of any of my medical records that they receive to any third-party if, in their discretion, it would be appropriate to do so in the investigation or pursuit of my claims.

#### **ADVANCE WAIVER OF ACTUAL OR POTENTIAL CONFLICTS**

The Lawyers may represent other individuals who were injured, or may have been injured by the same perpetrator and/or by the same defendant. It is possible that some of the Lawyers' present or future clients could have interests which conflict with mine, such as follows:

- (i) That there is a limited amount of funds available for all survivors of the same perpetrator or defendant due to insurance limits, bankruptcy, etc. and that the Lawyers' representation of other survivors may cause my recovery to be reduced.
- (ii) That the Lawyers' representation of another survivor of the same perpetrator or defendant may alert the defendants of the existence of a potential adverse witness to my case.

The Lawyers will advocate for each client individually.

By signing this agreement, I authorize the Lawyers to vigorously advocate for all of their clients, regardless of whether that may create a conflict to my interests even if that could reduce my recovery. As a condition to the Lawyers' undertaking this matter, I give my informed consent by initialing below and hereby waive any actual or potential conflict of interests and agree that the Lawyers may continue to represent or may undertake in the future to represent existing or new clients in any matter even if the interests of such individuals in those other matters are actually or potentially adverse to me.

Client's Initials:                     

#### **WITHDRAWAL, DISCHARGE AND LIEN**

I agree that the Lawyers may withdraw from my case at any time if I do not cooperate in the handling of my case, if the Rules of Professional Conduct that apply to the Lawyers permit or require them to withdraw, or if upon further review the Lawyers discover information that lead them to recommend that I dismiss my lawsuit or that I hire other lawyers to handle my case. If the Lawyers decide to withdraw from my case, they will try to protect my interests to the extent possible by giving me reasonable notice, allowing me time to obtain a new lawyer(s), and giving me any papers and property in their possession which belong to me. The Lawyers have no duty to find another attorney in the event they withdraw from my case.

I realize that I have the right to terminate the Lawyers at any time, even if I have no reason. If I terminate the Lawyers, I understand that the Lawyers have a right to seek compensation for their work performed pursuant to the above-referenced contingent fee agreement, based on the value of the Lawyers' hourly rates and other factors, and that they may also recover any and all disbursements, costs and/or expenses incurred in pursuing my case. I agree that the Lawyers have a lien on and a security interest in any recovery for their fees and expenses associated with their efforts on my behalf.

#### **DISCLAIMER**

The Lawyers cannot assure me that I will recover any sum or sums of money in this matter. I acknowledge that the Lawyers make no promise or guarantees about the outcome of this matter.

#### **SEVERABILITY IN EVENT OF PARTIAL INVALIDITY**

If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.

#### **APPROVAL OF THIS AGREEMENT**

I have read this agreement, I have asked the Lawyers all of the questions I have about this agreement, I understand the above terms, and I agree to the above terms. I further acknowledge receipt of a copy of this signed agreement.

DATE: 9-16-20

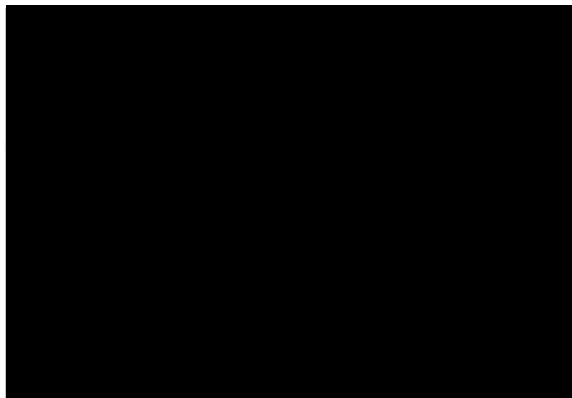
CLIENT:

NAME:

ADDRESS:

PHONE:

EMAIL:



The Lawyers will provide representation as per this Agreement, assuming that, upon investigation of this matter, we find that the matter warrants further action. If the matter does not warrant further action, the Lawyers will notify me by First Class Mail, at my last known address, that no further action is warranted and that this contract is terminated as a result.

JEFF ANDERSON & ASSOCIATES, PA

DATE: 9/21/20

BY: Jeff Anderson

STEVE BOYD, PC

DATE: 9/22/2020

BY: [Signature]

# EXHIBIT 4



## LAWYER-CLIENT CONTINGENT FEE AGREEMENT

### THE PURPOSE OF THIS AGREEMENT

I, [REDACTED] have hired the law firm of Jeff Anderson & Associates, PA and The Law Offices of Steve Boyd/John Elmore (the "Lawyers") to represent me in investigating and pursuing my claims for injuries and damages arising from sexual abuse against the **Diocese of Buffalo; and/or St. Gerard**. I am not hiring the Lawyers for any other purpose and they have no obligation to represent me in any other matters.

### CONDITIONS

This agreement takes effect to commit the Lawyers to representation only when I return this signed copy to the Lawyers.

### SCOPE OF SERVICES

The Lawyers represent only me in the matter referenced above. This representation lasts until a settlement or final judgment. Any appeal or proceeding to collect a judgment requires agreement and a new fee agreement.

### RESPONSIBILITIES OF THE PARTIES

I authorize the Lawyers to take any steps they deem necessary to pursue a claim, including initiate litigation. I agree to cooperate in any way necessary, including promptly responding to letters, emails, and phone calls. I agree to keep the Lawyers updated on my contact information and developments in the case.

I understand the Lawyers may need to obtain my medical records, income tax records, or other records while investigating or pursuing my claims, and I hereby authorize them to do so. I also authorize the Lawyers to re-release copies of any of my records that they receive if, in their discretion, it would be appropriate to do so in the investigation or pursuit of my claims.

### ADVANCE WAIVER OF ACTUAL OR POTENTIAL CONFLICTS

The Lawyers may represent other individuals who were injured, and may have been injured by the same perpetrator and/or by the same defendant. It is possible that some of our present or future clients could have interests which conflict with yours, such as follows:

- (i) That there is a limited amount of funds available for all survivors of the same perpetrator or defendant due to insurance limits, bankruptcy, etc. and that the Lawyers' representation of other survivors may cause your recovery to be reduced.
- (ii) That the Lawyers' representation of another survivor of the same perpetrator or defendant may alert the defendants of the existence of a potential adverse witness to your case.

The Lawyers will advocate for each client individually.

By signing this agreement, I authorize the Lawyers to vigorously advocate for all of their clients, regardless of whether that may create a conflict to my interests even if that could reduce their recovery. As a condition to our undertaking this matter, I give my informed consent by initialing below and hereby waive any actual or potential conflict of interests and agree that the Lawyers may continue to represent or may undertake in the future to represent existing or new clients in any matter even if the interests of such individuals in those other matters are actually or potentially adverse to me.

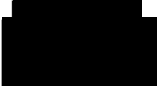
Client's Initials: 

#### LAWYERS' FEES

As compensation to the Lawyers, I agree to pay the Lawyers one-third (33 1/3%) of the sum recovered. On a minor's case, a different fee may be set by the court.

I understand that I can choose how costs and expenses are paid. Costs and expenses may either be advanced by me or the Lawyers. I may choose either option:

#### PLEASE SELECT ONE:

 **OPTION 1:** The Lawyers will pay all expenses on their own account, regardless of the outcome of the matter. Under **OPTION 1**, I will not have to pay the Lawyers for expenses if they do not obtain a recovery for me. Fees will be computed on the gross sum recovered.

\_\_\_\_\_ **OPTION 2:** I will personally advance money for costs and expenses. I will be billed periodically for these expenses. Under **OPTION 2**, I remain liable for all costs and expenses regardless of the outcome of this matter. Fees will be computed on the net sum recovered after deducting expenses.

## **SETTLEMENT PAYMENTS OVER A PERIOD OF TIME**

If my case is settled in whole or in part by periodic payments (which is sometimes referred to as a structured settlement), the fee is based on the value of the settlement at the time of settlement, including the actual cost of the structure.

## **RESPONSIBILITY AND FEE SHARING**

Both Jeff Anderson & Associates, PA, and the Law Offices of Steve Boyd/John Elmore jointly assume responsibility for the representation of me. I understand that my case has been referred to the Lawyers by other Lawyers who also assume joint responsibility for the representation of me. I acknowledge and agree that they will divide the Lawyers' Fees as follows: Jeff Anderson & Associates, PA and the Law Offices of Steve Boyd/John Elmore together will receive sixty-six and two-thirds percent ( $66\frac{2}{3}\%$ ), of which sixty percent (60%) will go to Jeff Anderson & Associates, PA and forty percent (40%) will go to the Law Offices of Steve Boyd/John Elmore; and LaFave, Wein & Frament, PLLC (LWF) and Martin, Harding & Mazzotti, LLP (MHM) together will receive thirty-three and a third percent ( $33\frac{1}{3}\%$ ), of which twenty-eight and one-third percent ( $28\frac{1}{3}\%$ ) will go to MHM and five percent (5%) will go to LWF.

## **MY RESPONSIBILITY TO PAY EXPENSES**

The Lawyers must pay expenses to handle my case. It is difficult for the Lawyers to accurately predict the amount and type of expenses they will have to pay. Some examples of these expenses are court filing fees, court-reporter fees, traveling and lodging expenses, consultant fees, expert-witness fees, computer-service fees, charges for telephone, postage, and photocopying, and charges for my records.

I permit the Lawyers to pay the expenses they decide, in their sole discretion, are appropriate in handling my case.

## **MY RIGHT TO APPROVE A SETTLEMENT**

My Lawyers will not settle my claims without my approval.

## **RECEIPT OF PROCEEDS**

By this agreement, I authorize the Lawyers to endorse any settlement or judgment proceeds and to be deposited into the Lawyers' trust account for disbursement in accordance with the provisions of this agreement.

## **LIEN**

I agree that the Lawyers have a lien on and a security interest in any recovery for their fees and expenses associated with their efforts on my behalf. That is true even if the Lawyers are fired by me or the Lawyers withdraw representation.

## **THE LAWYERS' RIGHT TO WITHDRAW**

I agree that the Lawyers may withdraw from my case if I do not cooperate in the handling of my case or if the Rules of Professional Conduct that apply to the Lawyers permit or require them to withdraw. I further agree that even after I start a lawsuit, the Lawyers may discover facts that lead them to recommend that I dismiss my lawsuit or that I hire other lawyers to handle my case. If the Lawyers decide to withdraw from my case, they will try to protect my interests to the extent possible by giving me reasonable notice, allowing me time to obtain other lawyers, and giving me any papers and property in their possession which belong to me. The Lawyers have no duty to find other lawyers in the event they withdraw from my case.

## **MY RIGHT TO FIRE THE LAWYERS**

I realize that I have the right to fire the Lawyers at any time, even if I have no reason. If I fire the Lawyers, I understand that the Lawyers have a right to seek compensation on the basis of the contingent fee agreement, based on considerations that are beyond the value of the Lawyers' hourly rates in this matter and expenses.

## **CONCLUSION OF SERVICES**

If, upon investigation of this matter, the Lawyers find that no further action is warranted, the Lawyers will notify me by First Class Mail, sent to my last known address, that no further action is warranted and that this contract is terminated as a result.

## **THIS AGREEMENT REPLACES OTHER AGREEMENTS**

This agreement states the entire agreement between me and the Lawyers and takes the place of any earlier oral or written agreements. This agreement is to be interpreted in accordance with New York law. The terms of this agreement may only be changed by a separate written agreement signed and dated by me and the Lawyers.

## **PRESERVATION**

I agree to preserve documents and items in my possession or control that may be relevant to my claim. This includes, but is not limited to medical records, bills, electronic mail, Facebook, and/or other social media posts, blogs, photographs, videos,



journals, calendars, etc. I understand that failure to preserve all relevant information could result in the eventual dismissal of my claim or other penalties or sanctions against me. If I have any questions, I will contact the Lawyers before taking any action to destroy or alter any relevant information or if I am uncertain whether a document or item is relevant.

#### **FILE RETENTION POLICY**

I understand that the Lawyers have implemented a file-retention program under which they will keep my file for a certain number of years after termination of my representation. When my case is completed, the Lawyers will notify me that they are closing my file and that they will keep my file in storage for a stated number of years after the file's closure. After the stated number of years has passed, I will be contacted and my file either will be returned to me or will be destroyed in a manner that ensures confidentiality of the information contained therein.

#### **DISCLOSURE OF INSURANCE INFORMATION**

Consistent with or as may be required by certain states' rules of ethics or for members of the bar, the Lawyers hereby confirms that it has Professional Liability insurance coverage that applies to and covers the legal services governed by this agreement.

#### **DISCLAIMER**

The Lawyers cannot assure me that I will recover any sum or sums in this matter. I acknowledge that the Lawyers have made no promise or guarantees about the outcome of this matter.

#### **APPROVAL OF THIS AGREEMENT**

I have read this agreement, I have asked the Lawyers all of the questions I have about this agreement, I understand the above terms, and I agree to the above terms. I further acknowledge receipt of a copy of this signed agreement.

DATE: 1-21-2020

CLIENT:

NAME:

ADDRESS:

PHONE:

EMAIL:

The Lawyers will provide representation as per this Agreement, assuming that, upon investigation of this matter, we find that the matter warrants further action. If the matter does not warrant further action, the Lawyers will notify me by First Class Mail, at my last known address, that no further action is warranted and that this contract is terminated as a result.


**JEFF ANDERSON & ASSOCIATES, PA**

Dated: 1/30/20

By: 

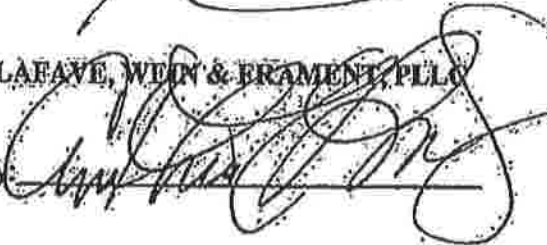
**STEVE BOYD, PC**

Dated: 2/26/20

By: 

**LAFAYE, WEIN & FRAMMENT, PLLC**

DATE: 2-4-2020

By: 

**MARTIN, HARDING & MAZZOTTI, LLP**

DATE: \_\_\_\_\_

By: 

# EXHIBIT 5



JEFF ANDERSON & ASSOCIATES PA  
REACHING ACROSS TIME FOR JUSTICE



THE LAW OFFICES OF  
Steve Boyd | John Elmore

## LAWYER-CLIENT CONTINGENT FEE AGREEMENT

### THE PURPOSE OF THIS AGREEMENT

[REDACTED] have hired the law firms of Jeff Anderson & Associates, PA and The Law Offices of Steve Boyd/John Elmore (the "Lawyers") to represent me in investigating and pursuing my claims for injuries and damages arising from sexual abuse against *JAMES OF BUFFALO*. I am not hiring the Lawyers for any other purpose and they have no obligation to represent me in any other matters.

### CONDITIONS

This agreement takes effect to commit the Lawyers to representation only when I return this signed copy to the Lawyers.

### SCOPE OF SERVICES

The Lawyers represent only me in the matter referenced above. This representation lasts until a settlement or final judgment. Any appeal or proceeding to collect a judgment requires agreement and a new fee agreement.

### RESPONSIBILITIES OF THE PARTIES

I authorize the Lawyers to take any steps they deem necessary to pursue a claim, including initiate litigation. I agree to cooperate in any way necessary, including promptly respond to letters, emails, and phone calls. I agree to keep the Lawyers updated on my contact information and developments in the case.

I understand the Lawyers may need to obtain my medical records, income tax records, or other records while investigating or pursuing my claims, and I hereby authorize them to do so. I also authorize the Lawyers to re-release copies of any of my medical records that they receive if, in their discretion, it would be appropriate to do so in the investigation or pursuit of my claims.

Accepting or rejecting an offer of settlement will be my sole discretion. The Lawyers will provide advice about that decision.

### ADVANCE WAIVER OF ACTUAL OR POTENTIAL CONFLICTS

The Lawyers may represent other individuals who were injured, and may have been injured by the same perpetrator and/or by the same defendant. It is possible that some of our present or future clients could have interests which conflict with yours, such as follows:

- (i) That there is a limited amount of funds available for all survivors of the same perpetrator or defendant due to insurance limits, bankruptcy, etc. and that the Lawyers' representation of other survivors which may cause your recovery to be reduced.
- (ii) That the Lawyers' representation of another survivor of the same perpetrator or defendant may alert the defendants of the existence of a potential adverse witness to your case.

The Lawyers will advocate for each client individually.

By signing this agreement, I authorize the Lawyers to vigorously advocate for all of their clients, regardless of whether that may create a conflict to my interests even if that could reduce their recovery. As a condition to our undertaking this matter, I give my informed consent by initialing below and hereby waives any actual or potential conflict of interests and agrees that the Lawyers may continue to represent or may undertake in the future to represent existing or new clients in any matter even if the interests of such entities in those other matters are actually or potentially adverse to me.

Client's Initials

#### LAWYERS' FEES

As compensation to the Lawyers, I agree to pay the Lawyers one-third (33 1/3%) of the sum recovered. On a minor's case, a different fee may be set by the court.

I understand that I can choose how costs and expenses are calculated and I elect that they be computed by the following method:

#### INITIAL ONE

- (i)            I elect to advance the money for costs and expenses. I will be billed on a quarterly basis for disbursements incurred; OR
- (ii)            I elect to have the Lawyers advance the money for costs and expenses.

I understand that regardless of whether I advance the money for costs and expenses or the Lawyers advance these funds, the Lawyers' fee will be calculated on the gross sum recovered.

## **DEFINITION OF "RECOVERED"**

The amount "recovered," as that term is used in this agreement, will be the gross amount of the settlement or judgment (including any amount recovered as post-judgment interest or punitive damages).

The Lawyers will work with the third-party-claims administrators to obtain reimbursement for any out-of-pocket costs that a defendant has agreed to pay or will agree to pay through its claims process and separate from any litigation. If I am reimbursed by a defendant or its third-party administrator for these out-of-pocket costs outside of any settlement amount or judgment that the Lawyers obtain for me, these reimbursed amounts will not count toward the total amount "recovered" and I will not have to pay any fees to the Lawyers based on that amount. Any costs incurred by the Lawyers though in collecting these reimbursements will be charged and handled like other expenses of the Lawyers under this agreement. If the defendant or its third-party administrator refuse to reimburse any out-of-pocket costs and these costs or damages become part of my claim in litigation, the total the amounts recovered will count toward the amount "recovered" for purposes of calculating the fees for the Lawyers.

## **SETTLEMENT PAYMENTS OVER A PERIOD OF TIME**

If my case is settled in whole or in part by periodic payments (which is sometimes referred to as a structured settlement), the fee is based on the value of the settlement at the time of settlement, including the actual cost of the structure.

## **RESPONSIBILITY AND FEE SHARING**

I agree that the Lawyers may associate with other attorneys to assist in prosecuting my claim. The association of other attorneys will not change the Lawyers' fees specified above. But any fees earned may be shared with associated or referring attorneys. If the Lawyers do associate with other attorneys, you will be notified, the other attorneys will be identified, and you will be told the terms of any sharing of fees with the other attorneys.

Here, I agree that the Lawyers will divide the Lawyers' Fees as follows: Jeff Anderson and Associates, PA will receive sixty percent (60%) and The Law Offices of Steve Boyd/John Elmore will receive forty percent (40%) of the attorney fees' recovery.

## **MY RESPONSIBILITY TO PAY EXPENSES**

Whether I choose to pay expenses as they are incurred or I choose to have the Lawyers pay expenses as the case goes on, I acknowledge that the Lawyers must pay expenses to handle my case. It is difficult for the Lawyers to accurately predict the amount and type of expenses they will have to pay. Some examples of these expenses are court filing fees, court-reporter fees, traveling and lodging expenses, consultant fees,

expert-witness fees, computer-service fees, charges for telephone, postage, and photocopying, and charges for my medical records.

I permit the Lawyers to pay the expenses they decide, in their sole discretion, are appropriate in handling my case. If I have chosen to have the Lawyers pay the expenses, I will not have to pay the Lawyers for these expenses if they do not obtain a recovery for me. But if there is a recovery of some amount for me through a settlement or judgment, in addition to paying the Lawyers' fees, I agree to pay the Lawyers from that amount the expenses the Lawyers incurred in handling my case.

If the Lawyers obtain a recovery for me, they will give me a written statement at the end of my case explaining the outcome of my case, the total recovery, the Lawyers' fees, the expenses I have to pay, and my net recovery. I realize the Lawyers cannot guarantee a recovery.

#### **MY RIGHT TO APPROVE A SETTLEMENT**

My Lawyers will not settle my claims without my approval.

#### **RECEIPT OF PROCEEDS**

By this agreement, I authorize the Lawyers to endorse any settlement or judgment proceeds and to be deposited into the Lawyers' trust account for disbursement in accordance with the provisions of this agreement.

#### **LIEN**

I agree that the Lawyers have a lien on and a security interest in any recovery for their fees and expenses associated with their efforts on my behalf. That is true even if the Lawyers are fired by me or the Lawyers withdraw representation.

#### **THE LAWYERS' RIGHT TO WITHDRAW**

I agree that the Lawyers may withdraw from my case if I do not cooperate in the handling of my case or if the Rules of Professional Conduct that apply to the Lawyers permit or require them to withdraw. I further agree that even after I start a lawsuit, the Lawyers may discover facts that lead them to recommend that I dismiss my lawsuit or that I hire other lawyers to handle my case. If the Lawyers decide to withdraw from my case, they will try to protect my interests to the extent possible by giving me reasonable notice, allowing me time to obtain other lawyers, and giving me any papers and property in their possession which belong to me. The Lawyers have no duty to find other lawyers in the event they withdraw from my case.

## **MY RIGHT TO FIRE THE LAWYERS**

I realize that I have the right to fire the Lawyers at any time, even if I have no reason. If I fire the Lawyers, I understand that the Lawyers have a right to seek compensation on the basis of the contingent fee agreement, based on considerations that are beyond the value of the Lawyers' hourly rates in this matter and expenses.

## **CONCLUSION OF SERVICES**

If, upon investigation of this matter, the Lawyers find that no further action is warranted, the Lawyers will notify me by First Class Mail, sent to my last known address, that no further action is warranted and that this contract is terminated as a result.

## **THIS AGREEMENT REPLACES OTHER AGREEMENTS**

This agreement states the entire agreement between me and the Lawyers and takes the place of any earlier oral or written agreements. This agreement is to be interpreted in accordance with New York law. The terms of this agreement may only be changed by a separate written agreement signed and dated by me and the Lawyers.

## **PRESERVATION**

I agree to preserve documents and items in my possession or control that may be relevant to my claim. This includes, but is not limited to medical records, bills, electronic mail, Facebook, and/or other social media posts, blogs, photographs, videos, journals, calendars, etc. I understand that failure to preserve all relevant information could result in the eventual dismissal of my claim or other penalties or sanctions against me. If I have any questions, I will contact the Lawyers before taking any action to destroy or alter any relevant information or if I am uncertain whether a document or item is relevant.

## **FILE RETENTION POLICY**

I understand that the Lawyers have implemented a file-retention program under which they will keep my file for a certain number of years after termination of my representation. When my case is completed, the Lawyers will notify me that they are closing my file and that they will keep my file in storage for a stated number of years after the file's closure. After the stated number of years has passed, I will be contacted and my file either will be returned to me or will be destroyed in a manner that ensures confidentiality of the information contained therein.

## **DISCLOSURE OF INSURANCE INFORMATION**



Consistent with or as may be required by certain states' rules of ethics or for members of the bar, the Lawyers hereby confirms that it has Professional Liability insurance coverage that applies to and covers the legal services governed by this agreement.

#### DISCLAIMER

The Lawyers cannot assure me that I will recover any sum or sums in this matter. I acknowledge that the Lawyers have made no promise or guarantees about the outcome of this matter.

#### APPROVAL OF THIS AGREEMENT

I have read this agreement, I have asked the Lawyers all of the questions I have about this agreement, I understand the above terms, and I agree to the above terms. I further acknowledge receipt of a copy of this signed agreement.

DATE: 7-15-19

CLIENT:

NAME:

ADDRESS

PHONE:

EMAIL:

The Lawyers will provide representation as per this Agreement, assuming that, upon investigation of this matter, we find that the matter warrants further action. If the matter does not warrant further action, the Lawyers will notify the Client by First Class Mail, at Client's last known address, that no further action is warranted and that this contract is terminated as a result.

Dated: 8/15/19

JEFF ANDERSON & ASSOCIATES, PA

By: [Signature]

Dated: 7/15/19

STEVE BOYD, PC

By: [Signature]

# EXHIBIT 6



JEFF ANDERSON & ASSOCIATES PA  
REACHING ACROSS TIME FOR JUSTICE



THE LAW OFFICES OF  
Steve Boyd | John Elmore

### LAWYER-CLIENT CONTINGENT FEE AGREEMENT

#### THE PURPOSE OF THIS AGREEMENT

I, [REDACTED] have hired the law firms of Jeff Anderson & Associates, PA and Steve Boyd, PC (the "Lawyers") to represent me in investigating and pursuing my claims for injuries and damages arising from sexual abuse against the Diocese of Buffalo. The Lawyers only represent me in the matter referenced above. This representation lasts until a settlement or final judgment. I am not hiring the Lawyers for any other purpose and they have no obligation to represent me in any other matters.

#### CONDITIONS

This agreement takes effect to commit the Lawyers to representation only when I return this signed copy to the Lawyers.

#### LEGAL FEES

As compensation to the Lawyers, I agree to pay the Lawyers one-third (33 1/3%) of the sum recovered. On a minor's case, a different fee may be set by the court.

#### LEGAL COSTS AND EXPENSES – DEFINITION OF "RECOVERED"

The Lawyers must pay expenses to handle my case. It is difficult for the Lawyers to accurately predict the amount and type of expenses they will have to pay. Some examples of these expenses are court filing fees, court reporter fees, traveling and lodging expenses, consultant fees, expert-witness fees, process server fees, charges for telephone, postage, and photocopying, and charges for records.

I permit the Lawyers to pay the expenses they decide, in their sole discretion, are appropriate in handling my case.

I understand that I can choose how costs and expenses are paid. Costs and expenses may be either advanced by the Lawyers or me. I may choose either option:

#### PLEASE CHECK AND INITIAL ONE:

☒ **OPTION 1:** The Lawyers will pay all costs and expenses of the litigation on their own account, regardless of the outcome of the matter. Under OPTION 1, I will not have to pay the Lawyers for costs and expenses if they do not obtain a recovery for me. Fees will be calculated on the gross sum recovered, including any awarded attorney's fees and/or costs, before deducting costs and expenses.

~~OPTION 2~~: I will personally advance the money for all costs and expenses. I will be billed periodically for these expenses. Under OPTION 2, I remain liable for all costs and expenses regardless of the outcome of the matter. Fees will be calculated on the net sum recovered after deducting costs and expenses.

If the Lawyers obtains a recovery for me, they will give me a written statement at the end of my case explaining the outcome of my case, the total recovery, the Lawyers' fees, the expenses I have to pay, and my net recovery.

#### **JOINT REPRESENTATION AND FEE SHARING**

Attorneys at Jeff Anderson & Associates, Steve Boyd, PC and Michele Carino jointly assume responsibility for the representation of me. I acknowledge and agree that as part of this agreement, the Lawyers will receive one third (1/3) of any monetary settlement, judgment or recovery in my case (hereinafter "Legal Fee"), in addition to disbursements or costs and expenses incurred during the litigation, as referenced in the earlier part of this Agreement. I acknowledge and agree that they will divide the Lawyers' Fees as follows: Michele Carino will receive 50% of the total fee. Of the *remaining* fee, Jeff Anderson and Associates, PA will receive 25% and The Law Offices of Steve Boyd/John Elmore will receive 25%. In no event shall the total fee exceed 33% of the total recovery.

#### **RESPONSIBILITIES OF THE PARTIES**

I authorize the Lawyers to take any steps they deem necessary to pursue a claim, including initiating litigation. I agree to cooperate in any way necessary, including promptly responding to letters, emails, and phone calls. I agree to keep the Lawyers updated on my contact information and as to all information relevant to my case or changes in circumstance(s) that may arise during my case.

I understand the Lawyers may need to obtain my medical records, income tax records, or other records while investigating or pursuing my claims, and I hereby authorize them to do so. I also authorize the Lawyers to re-release copies of any of my medical records that they receive to any third-party if, in their discretion, it would be appropriate to do so in the investigation or pursuit of my claims.

#### **ADVANCE WAIVER OF ACTUAL OR POTENTIAL CONFLICTS**

The Lawyers may represent other individuals who were injured, or may have been injured by the same perpetrator and/or by the same defendant. It is possible that some of the Lawyers' present or future clients could have interests which conflict with mine, such as follows:

- (i) That there is a limited amount of funds available for all survivors of the same perpetrator or defendant due to insurance limits, bankruptcy, etc. and that the Lawyers' representation of other survivors may cause my recovery to be reduced.

- (ii) That the Lawyers' representation of another survivor of the same perpetrator or defendant may alert the defendants of the existence of a potential adverse witness to my case.

The Lawyers will advocate for each client individually.

By signing this agreement, I authorize the Lawyers to vigorously advocate for all of their clients, regardless of whether that may create a conflict to my interests even if that could reduce my recovery. As a condition to the Lawyers' undertaking this matter, I give my informed consent by initialing below and hereby waive any actual or potential conflict of interests and agree that the Lawyers may continue to represent or may undertake in the future to represent existing or new clients in any matter even if the interests of such individuals in those other matters are actually or potentially adverse to me.

Client's Initials

#### **WITHDRAWAL, DISCHARGE AND LIEN**

I agree that the Lawyers may withdraw from my case at any time if I do not cooperate in the handling of my case, if the Rules of Professional Conduct that apply to the Lawyers permit or require them to withdraw, or if upon further review the Lawyers discover information that lead them to recommend that I dismiss my lawsuit or that I hire other lawyers to handle my case. If the Lawyers decide to withdraw from my case, they will try to protect my interests to the extent possible by giving me reasonable notice, allowing me time to obtain a new lawyer(s), and giving me any papers and property in their possession which belong to me. The Lawyers have no duty to find another attorney in the event they withdraw from my case.

I realize that I have the right to terminate the Lawyers at any time, even if I have no reason. If I terminate the Lawyers, I understand that the Lawyers have a right to seek compensation for their work performed pursuant to the above-referenced contingent fee agreement, based on the value of the Lawyers' hourly rates and other factors, and that they may also recover any and all disbursements, costs and/or expenses incurred in pursuing my case. I agree that the Lawyers have a lien on and a security interest in any recovery for their fees and expenses associated with their efforts on my behalf.

#### **DISCLAIMER**

The Lawyers cannot assure me that I will recover any sum or sums of money in this matter. I acknowledge that the Lawyers make no promise or guarantees about the outcome of this matter.

#### **SEVERABILITY IN EVENT OF PARTIAL INVALIDITY**

If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.

#### **APPROVAL OF THIS AGREEMENT**

I have read this agreement, I have asked the Lawyers all of the questions I have about this agreement, I understand the above terms, and I agree to the above terms, I further acknowledge receipt of a copy of this signed agreement.

DATE: 7.30.20 ☒ CLIENT

NAME:

ADDRESS:

PHONE:

EMAIL:

The Lawyers will provide representation as per this Agreement, assuming that, upon investigation of this matter, we find that the matter warrants further action. If the matter does not warrant further action, the Lawyers will notify me by First Class Mail, at my last known address, that no further action is warranted and that this contract is terminated as a result.

JEFF ANDERSON & ASSOCIATES, PA

DATE: 7/30/20

BY: 

STEVE BOYD, PC

DATE: 7/30/2020

BY: 

MICHELE CARINO, ESQ.

DATE: 7/30/2020

BY: 

# EXHIBIT 7



JEFF ANDERSON & ASSOCIATES PA  
REACHING ACROSS TIME FOR JUSTICE



THE LAW OFFICES OF  
Steve Boyd | John Elmore

## LAWYER-CLIENT CONTINGENT FEE AGREEMENT

### THE PURPOSE OF THIS AGREEMENT

I, [REDACTED] have hired the law firm of Jeff Anderson & Associates, PA and The Law Offices of Steve Boyd/John Elmore (the "Lawyers") to represent me in investigating and pursuing my claims for injuries and damages arising from sexual abuse against the Catholic Diocese of Buffalo, NY.

I am not hiring the Lawyers for any other purpose and they have no obligation to represent me in any other matters.

### CONDITIONS

This agreement takes effect to commit the Lawyers to representation only when I return this signed copy to the Lawyers.

### SCOPE OF SERVICES

The Lawyers represent only me in the matter referenced above. This representation lasts until a settlement or final judgment. Any appeal or proceeding to collect a judgment requires agreement and a new fee agreement.

### RESPONSIBILITIES OF THE PARTIES

I authorize the Lawyers to take any steps they deem necessary to pursue a claim, including initiate litigation. I agree to cooperate in any way necessary, including promptly responding to letters, emails, and phone calls. I agree to keep the Lawyers updated on my contact information and developments in the case.

I understand the Lawyers may need to obtain my medical records, income tax records, or other records while investigating or pursuing my claims, and I hereby authorize them to do so. I also authorize the Lawyers to re-release copies of any of my records that they receive if, in their discretion, it would be appropriate to do so in the investigation or pursuit of my claims.

### ADVANCE WAIVER OF ACTUAL OR POTENTIAL CONFLICTS

The Lawyers may represent other individuals who were injured, and may have been injured by the same perpetrator and/or by the same defendant. It is possible that some of our present or future clients could have interests which conflict with yours, such as follows:



- (i) That there is a limited amount of funds available for all survivors of the same perpetrator or defendant due to insurance limits, bankruptcy, etc. and that the Lawyers' representation of other survivors may cause your recovery to be reduced.
- (ii) That the Lawyers' representation of another survivor of the same perpetrator or defendant may alert the defendants of the existence of a potential adverse witness to your case.

The Lawyers will advocate for each client individually.

By signing this agreement, I authorize the Lawyers to vigorously advocate for all of their clients, regardless of whether that may create a conflict to my interests even if that could reduce their recovery. As a condition to our undertaking this matter, I give my informed consent by initialing below and hereby waive any actual or potential conflict of interests and agree that the Lawyers may continue to represent or may undertake in the future to represent existing or new clients in any matter even if the interests of such individuals in those other matters are actually or potentially adverse to me.

Client's Initials

#### LAWYERS' FEES

As compensation to the Lawyers, I agree to pay the Lawyers one-third (33 1/3%) of the sum recovered. On a minor's case, a different fee may be set by the court. *The first \$40,000.00 of award will NOT include any Lawyers' Fee.*

I understand that I can choose how costs and expenses are paid. Costs and expenses may either be advanced by me or the Lawyers. I may choose either option:

#### PLEASE SELECT ONE:

☐ **OPTION 1:** The Lawyers will pay all expenses on their own account, regardless of the outcome of the matter. Under **OPTION 1**, I will not have to pay the Lawyers for expenses if they do not obtain a recovery for me. Fees will be computed on the gross sum recovered.

☐ **OPTION 2:** I will personally advance money for costs and expenses. I will be billed periodically for these expenses. Under **OPTION 2**, I remain liable for all costs and expenses regardless of the outcome of this matter. Fees will be computed on the net sum recovered after deducting expenses.

## **SETTLEMENT PAYMENTS OVER A PERIOD OF TIME**

If my case is settled in whole or in part by periodic payments (which is sometimes referred to as a structured settlement), the fee is based on the value of the settlement at the time of settlement, including the actual cost of the structure.

## **RESPONSIBILITY AND FEE SHARING**

Jeff Anderson & Associates and the Law Offices of Steve Boyd/John Elmore jointly assume responsibility for the representation of me. I acknowledge and agree that they will divide the Lawyers' Fees as follows: Jeff Anderson and Associates, PA will receive sixty percent (60%) and The Law Offices of Steve Boyd/John Elmore will receive forty percent (40%) of the attorney fees' recovery.

## **MY RESPONSIBILITY TO PAY EXPENSES**

The Lawyers must pay expenses to handle my case. It is difficult for the Lawyers to accurately predict the amount and type of expenses they will have to pay. Some examples of these expenses are court filing fees, court-reporter fees, traveling and lodging expenses, consultant fees, expert-witness fees, computer-service fees, charges for telephone, postage, and photocopying, and charges for my records.

I permit the Lawyers to pay the expenses they decide, in their sole discretion, are appropriate in handling my case.

## **MY RIGHT TO APPROVE A SETTLEMENT**

My Lawyers will not settle my claims without my approval.

## **RECEIPT OF PROCEEDS**

By this agreement, I authorize the Lawyers to endorse any settlement or judgment proceeds and to be deposited into the Lawyers' trust account for disbursement in accordance with the provisions of this agreement.

## **LIEN**

I agree that the Lawyers have a lien on and a security interest in any recovery for their fees and expenses associated with their efforts on my behalf. That is true even if the Lawyers are fired by me or the Lawyers withdraw representation.

## **THE LAWYERS' RIGHT TO WITHDRAW**

I agree that the Lawyers may withdraw from my case if I do not cooperate in the handling of my case or if the Rules of Professional Conduct that apply to the Lawyers permit or require them to withdraw. I further agree that even after I start a lawsuit, the Lawyers may discover facts that lead them to recommend that I dismiss my lawsuit or that I hire other lawyers to handle my case. If the Lawyers decide to withdraw from my case, they will try to protect my interests to the extent possible by giving me reasonable notice, allowing me time to obtain other lawyers, and giving me any papers and property in their possession which belong to me. The Lawyers have no duty to find other lawyers in the event they withdraw from my case.

## **MY RIGHT TO FIRE THE LAWYERS**

I realize that I have the right to fire the Lawyers at any time, even if I have no reason. If I fire the Lawyers, I understand that the Lawyers have a right to seek compensation on the basis of the contingent fee agreement, based on considerations that are beyond the value of the Lawyers' hourly rates in this matter and expenses.

## **CONCLUSION OF SERVICES**

If, upon investigation of this matter, the Lawyers find that no further action is warranted, the Lawyers will notify me by First Class Mail, sent to my last known address, that no further action is warranted and that this contract is terminated as a result.

## **THIS AGREEMENT REPLACES OTHER AGREEMENTS**

This agreement states the entire agreement between me and the Lawyers and takes the place of any earlier oral or written agreements. This agreement is to be interpreted in accordance with New York law. The terms of this agreement may only be changed by a separate written agreement signed and dated by me and the Lawyers.

## **PRESERVATION**

I agree to preserve documents and items in my possession or control that may be relevant to my claim. This includes, but is not limited to medical records, bills, electronic mail, Facebook, and/or other social media posts, blogs, photographs, videos, journals, calendars, etc. I understand that failure to preserve all relevant information could result in the eventual dismissal of my claim or other penalties or sanctions against me. If I have any questions, I will contact the Lawyers before taking any action to destroy or alter any relevant information or if I am uncertain whether a document or item is relevant.

## FILE RETENTION POLICY

I understand that the Lawyers have implemented a file-retention program under which they will keep my file for a certain number of years after termination of my representation. When my case is completed, the Lawyers will notify me that they are closing my file and that they will keep my file in storage for a stated number of years after the file's closure. After the stated number of years has passed, I will be contacted and my file either will be returned to me or will be destroyed in a manner that ensures confidentiality of the information contained therein.

## DISCLOSURE OF INSURANCE INFORMATION

Consistent with or as may be required by certain states' rules of ethics or for members of the bar, the Lawyers hereby confirms that it has Professional Liability insurance coverage that applies to and covers the legal services governed by this agreement.

## DISCLAIMER

The Lawyers cannot assure me that I will recover any sum or sums in this matter. I acknowledge that the Lawyers have made no promise or guarantees about the outcome of this matter.

## APPROVAL OF THIS AGREEMENT

I have read this agreement, I have asked the Lawyers all of the questions I have about this agreement, I understand the above terms, and I agree to the above terms. I further acknowledge receipt of a copy of this signed agreement.

DATE:

7/29/19

CLIENT:

NAME:

ADDRESS

PHONE:

EMAIL:

The Lawyers will provide representation as per this Agreement, assuming that, upon investigation of this matter, we find that the matter warrants further action. If the

matter does not warrant further action, the Lawyers will notify me by First Class Mail, at my last known address, that no further action is warranted and that this contract is terminated as a result.

**JEFF ANDERSON & ASSOCIATES, PA**

Dated: 8/5/19

By: 

**STEVE BOYD, PC**

Dated: 8/1/19

By: 

# EXHIBIT 8



JEFF ANDERSON & ASSOCIATES PA  
REACHING ACROSS TIME FOR JUSTICE



THE LAW OFFICES OF  
Steve Boyd | John Elmore

## LAWYER-CLIENT CONTINGENT FEE AGREEMENT

### THE PURPOSE OF THIS AGREEMENT

I, [REDACTED] have hired the law firm of Jeff Anderson & Associates, PA and The Law Offices of Steve Boyd/John Elmore (the "Lawyers") to represent me in investigating and pursuing my claims for injuries and damages arising from sexual abuse against the JE SUIT PRIEST JAMES GOULD S.J. AND THE

ORDER OF THE SOCIETY OF JESUS (THE BROTHERS OF THE ORDER). I am not hiring the Lawyers for any other purpose and they have no obligation to represent me in any other matters.

(PLEASE ALLOW THE ATTORNEY TO REVIEW)

### CONDITIONS

This agreement takes effect to commit the Lawyers to representation only when I return this signed copy to the Lawyers.

### SCOPE OF SERVICES

The Lawyers represent only me in the matter referenced above. This representation lasts until a settlement or final judgment. Any appeal or proceeding to collect a judgment requires agreement and a new fee agreement.

### RESPONSIBILITIES OF THE PARTIES

I authorize the Lawyers to take any steps they deem necessary to pursue a claim, including initiate litigation. I agree to cooperate in any way necessary, including promptly responding to letters, emails, and phone calls. I agree to keep the Lawyers updated on my contact information and developments in the case.

I understand the Lawyers may need to obtain my medical records, income tax records, or other records while investigating or pursuing my claims, and I hereby authorize them to do so. I also authorize the Lawyers to re-release copies of any of my records that they receive if, in their discretion, it would be appropriate to do so in the investigation or pursuit of my claims.

### ADVANCE WAIVER OF ACTUAL OR POTENTIAL CONFLICTS

The Lawyers may represent other individuals who were injured, and may have been injured by the same perpetrator and/or by the same defendant. It is possible that some of our present or future clients could have interests which conflict with yours, such as follows:

- (i) That there is a limited amount of funds available for all survivors of the same perpetrator or defendant due to insurance limits, bankruptcy, etc. and that the Lawyers' representation of other survivors may cause your recovery to be reduced.
- (ii) That the Lawyers' representation of another survivor of the same perpetrator or defendant may alert the defendants of the existence of a potential adverse witness to your case.

The Lawyers will advocate for each client individually.

By signing this agreement, I authorize the Lawyers to vigorously advocate for all of their clients, regardless of whether that may create a conflict to my interests even if that could reduce their recovery. As a condition to our undertaking this matter, I give my informed consent by initialing below and hereby waive any actual or potential conflict of interests and agree that the Lawyers may continue to represent or may undertake in the future to represent existing or new clients in any matter even if the interests of such individuals in those other matters are actually or potentially adverse to me.

Client's Initials

LAWYERS' FEES

As compensation to the Lawyers, I agree to pay the Lawyers one-third (33 1/3%) of the sum recovered. On a minor's case, a different fee may be set by the court.

I understand that I can choose how costs and expenses are paid. Costs and expenses may either be advanced by me or the Lawyers. I may choose either option:

PLEASE SELECT ONE:

**OPTION 1:** The Lawyers will pay all expenses on their own account, regardless of the outcome of the matter. Under **OPTION 1**, I will not have to pay the Lawyers for expenses if they do not obtain a recovery for me. Fees will be computed on the gross sum recovered.

**OPTION 2:** I will personally advance money for costs and expenses. I will be billed periodically for these expenses. Under **OPTION 2**, I remain liable for all costs and expenses regardless of the outcome of this matter. Fees will be computed on the net sum recovered after deducting expenses.



## **SETTLEMENT PAYMENTS OVER A PERIOD OF TIME**

If my case is settled in whole or in part by periodic payments (which is sometimes referred to as a structured settlement), the fee is based on the value of the settlement at the time of settlement, including the actual cost of the structure.

## **RESPONSIBILITY AND FEE SHARING**

Jeff Anderson & Associates and the Law Offices of Steve Boyd/John Elmore jointly assume responsibility for the representation of me. I acknowledge and agree that they will divide the Lawyers' Fees as follows: Jeff Anderson and Associates, PA will receive sixty percent (60%) and The Law Offices of Steve Boyd/John Elmore will receive forty percent (40%) of the attorney fees' recovery.

## **MY RESPONSIBILITY TO PAY EXPENSES**

The Lawyers must pay expenses to handle my case. It is difficult for the Lawyers to accurately predict the amount and type of expenses they will have to pay. Some examples of these expenses are court filing fees, court-reporter fees, traveling and lodging expenses, consultant fees, expert-witness fees, computer-service fees, charges for telephone, postage, and photocopying, and charges for my records.

I permit the Lawyers to pay the expenses they decide, in their sole discretion, are appropriate in handling my case.

## **MY RIGHT TO APPROVE A SETTLEMENT**

My Lawyers will not settle my claims without my approval.

## **RECEIPT OF PROCEEDS**

By this agreement, I authorize the Lawyers to endorse any settlement or judgment proceeds and to be deposited into the Lawyers' trust account for disbursement in accordance with the provisions of this agreement.

## **LIEN**

I agree that the Lawyers have a lien on and a security interest in any recovery for their fees and expenses associated with their efforts on my behalf. That is true even if the Lawyers are fired by me or the Lawyers withdraw representation.

## **THE LAWYERS' RIGHT TO WITHDRAW**

I agree that the Lawyers may withdraw from my case if I do not cooperate in the handling of my case or if the Rules of Professional Conduct that apply to the Lawyers permit or require them to withdraw. I further agree that even after I start a lawsuit, the Lawyers may discover facts that lead them to recommend that I dismiss my lawsuit or that I hire other lawyers to handle my case. If the Lawyers decide to withdraw from my case, they will try to protect my interests to the extent possible by giving me reasonable notice, allowing me time to obtain other lawyers, and giving me any papers and property in their possession which belong to me. The Lawyers have no duty to find other lawyers in the event they withdraw from my case.

## **MY RIGHT TO FIRE THE LAWYERS**

I realize that I have the right to fire the Lawyers at any time, even if I have no reason. If I fire the Lawyers, I understand that the Lawyers have a right to seek compensation on the basis of the contingent fee agreement, based on considerations that are beyond the value of the Lawyers' hourly rates in this matter and expenses.

## **CONCLUSION OF SERVICES**

If, upon investigation of this matter, the Lawyers find that no further action is warranted, the Lawyers will notify me by First Class Mail, sent to my last known address, that no further action is warranted and that this contract is terminated as a result.

## **THIS AGREEMENT REPLACES OTHER AGREEMENTS**

This agreement states the entire agreement between me and the Lawyers and ~~takes the place of any earlier oral or written agreements. This agreement is to be~~ interpreted in accordance with New York law. The terms of this agreement may only be changed by a separate written agreement signed and dated by me and the Lawyers.

## **PRESERVATION**

I agree to preserve documents and items in my possession or control that may be relevant to my claim. This includes, but is not limited to medical records, bills, electronic mail, Facebook, and/or other social media posts, blogs, photographs, videos, journals, calendars, etc. I understand that failure to preserve all relevant information could result in the eventual dismissal of my claim or other penalties or sanctions against me. If I have any questions, I will contact the Lawyers before taking any action to destroy or alter any relevant information or if I am uncertain whether a document or item is relevant.

## FILE RETENTION POLICY

I understand that the Lawyers have implemented a file-retention program under which they will keep my file for a certain number of years after termination of my representation. When my case is completed, the Lawyers will notify me that they are closing my file and that they will keep my file in storage for a stated number of years after the file's closure. After the stated number of years has passed, I will be contacted and my file either will be returned to me or will be destroyed in a manner that ensures confidentiality of the information contained therein.

## DISCLOSURE OF INSURANCE INFORMATION

Consistent with or as may be required by certain states' rules of ethics or for members of the bar, the Lawyers hereby confirms that it has Professional Liability insurance coverage that applies to and covers the legal services governed by this agreement.

## DISCLAIMER

The Lawyers cannot assure me that I will recover any sum or sums in this matter. I acknowledge that the Lawyers have made no promise or guarantees about the outcome of this matter.

## APPROVAL OF THIS AGREEMENT

ISSUE: I SIGN THIS DOCUMENT IN ACCORD  
WITH MY INITIAL AGREEMENT WITH ATTORNEY  
STEVE BOYD, THE AGREEMENT STATED THAT AN  
INITIAL \$100,000 IS TO BE PAID "OUTRIGHT" DUE TO THAT HASING  
BEEN OFFERED BY THE DEFENDANT

I have read this agreement, I have asked the Lawyers all of the questions I have about this agreement, I understand the above terms, and I agree to the above terms. I further acknowledge receipt of a copy of this signed agreement.

DATE

10/29/19

CLIENT

NAME:

ADDRESS

PHONE


EMAIL:

The Lawyers will provide representation as per this Agreement, assuming that, upon investigation of this matter, we find that the matter warrants further action. If the

matter does not warrant further action, the Lawyers will notify me by First Class Mail, at my last known address, that no further action is warranted and that this contract is terminated as a result.

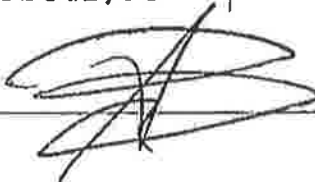
**JEFF ANDERSON & ASSOCIATES, PA**

Dated: 8/15/19

By: 

**STEVE BOYD, PC**

Dated: 8/2/19

By: 

# EXHIBIT 9



## **LAWYER-CLIENT CONTINGENT FEE AGREEMENT**

### **THE PURPOSE OF THIS AGREEMENT**

I, [REDACTED], have hired the law firm of Jeff Anderson & Associates, PA and The Law Offices of Steve Boyd/John Elmore (the "Lawyers") to represent me in investigating and pursuing my claims for injuries and damages arising from sexual abuse against the **Diocese of Buffalo; and/or Our Lady of Loreto**. I am not hiring the Lawyers for any other purpose and they have no obligation to represent me in any other matters.

### **CONDITIONS**

This agreement takes effect to commit the Lawyers to representation only when I return this signed copy to the Lawyers.

### **SCOPE OF SERVICES**

The Lawyers represent only me in the matter referenced above. This representation lasts until a settlement or final judgment. Any appeal or proceeding to collect a judgment requires agreement and a new fee agreement.

### **RESPONSIBILITIES OF THE PARTIES**

I authorize the Lawyers to take any steps they deem necessary to pursue a claim, including initiate litigation. I agree to cooperate in any way necessary, including promptly responding to letters, emails, and phone calls. I agree to keep the Lawyers updated on my contact information and developments in the case.

I understand the Lawyers may need to obtain my medical records, income tax records, or other records while investigating or pursuing my claims, and I hereby authorize them to do so. I also authorize the Lawyers to re-release copies of any of my records that they receive if, in their discretion, it would be appropriate to do so in the investigation or pursuit of my claims.

### **ADVANCE WAIVER OF ACTUAL OR POTENTIAL CONFLICTS**

The Lawyers may represent other individuals who were injured, and may have been injured by the same perpetrator and/or by the same defendant. It is possible that some of our present or future clients could have interests which conflict with yours, such as follows:

- (i) That there is a limited amount of funds available for all survivors of the same perpetrator or defendant due to insurance limits, bankruptcy, etc. and that the Lawyers' representation of other survivors may cause your recovery to be reduced.
- (ii) That the Lawyers' representation of another survivor of the same perpetrator or defendant may alert the defendants of the existence of a potential adverse witness to your case.

The Lawyers will advocate for each client individually.

By signing this agreement, I authorize the Lawyers to vigorously advocate for all of their clients, regardless of whether that may create a conflict to my interests even if that could reduce their recovery. As a condition to our undertaking this matter, I give my informed consent by initialing below and hereby waive any actual or potential conflict of interests and agree that the Lawyers may continue to represent or may undertake in the future to represent existing or new clients in any matter even if the interests of such individuals in those other matters are actually or potentially adverse to me.


Client's Initials: 

#### **LAWYERS' FEES**

As compensation to the Lawyers, I agree to pay the Lawyers one-third (33 1/3%) of the sum recovered. On a minor's case, a different fee may be set by the court.

I understand that I can choose how costs and expenses are paid. Costs and expenses may either be advanced by me or the Lawyers. I may choose either option:

#### **PLEASE SELECT ONE:**

 **OPTION 1:** The Lawyers will pay all expenses on their own account, regardless of the outcome of the matter. Under **OPTION 1**, I will not have to pay the Lawyers for expenses if they do not obtain a recovery for me. Fees will be computed on the gross sum recovered.

\_\_\_\_\_ **OPTION 2:** I will personally advance money for costs and expenses. I will be billed periodically for these expenses. Under **OPTION 2**, I remain liable for all costs and expenses regardless of the outcome of this matter. Fees will be computed on the net sum recovered after deducting expenses.

## **SETTLEMENT PAYMENTS OVER A PERIOD OF TIME**

If my case is settled in whole or in part by periodic payments (which is sometimes referred to as a structured settlement), the fee is based on the value of the settlement at the time of settlement, including the actual cost of the structure.

## **RESPONSIBILITY AND FEE SHARING**

Both Jeff Anderson & Associates, PA, and the Law Offices of Steve Boyd/John Elmore jointly assume responsibility for the representation of me. I understand that my case has been referred to the Lawyers by another Lawyer who also assumes joint responsibility for the representation of me. I acknowledge and agree that they will divide the Lawyers' Fees as follows: Jeff Anderson & Associates, PA and the Law Offices of Steve Boyd/John Elmore together will receive sixty-six and two-thirds percent ( $66\frac{2}{3}\%$ ), of which sixty percent (60%) will go to Jeff Anderson & Associates, PA and forty percent (40%) will go to the Law Offices of Steve Boyd/John Elmore; and LaFave, Wein & Frament, PLLC will receive thirty-three and a third percent ( $33\frac{1}{3}\%$ ).

## **MY RESPONSIBILITY TO PAY EXPENSES**

The Lawyers must pay expenses to handle my case. It is difficult for the Lawyers to accurately predict the amount and type of expenses they will have to pay. Some examples of these expenses are court filing fees, court-reporter fees, traveling and lodging expenses, consultant fees, expert-witness fees, computer-service fees, charges for telephone, postage, and photocopying, and charges for my records.

I permit the Lawyers to pay the expenses they decide, in their sole discretion, are appropriate in handling my case.

## **MY RIGHT TO APPROVE A SETTLEMENT**

My Lawyers will not settle my claims without my approval.

## **RECEIPT OF PROCEEDS**

By this agreement, I authorize the Lawyers to endorse any settlement or judgment proceeds and to be deposited into the Lawyers' trust account for disbursement in accordance with the provisions of this agreement.

## **LIEN**

I agree that the Lawyers have a lien on and a security interest in any recovery for their fees and expenses associated with their efforts on my behalf. That is true even if the Lawyers are fired by me or the Lawyers withdraw representation.



## **THE LAWYERS' RIGHT TO WITHDRAW**

I agree that the Lawyers may withdraw from my case if I do not cooperate in the handling of my case or if the Rules of Professional Conduct that apply to the Lawyers permit or require them to withdraw. I further agree that even after I start a lawsuit, the Lawyers may discover facts that lead them to recommend that I dismiss my lawsuit or that I hire other lawyers to handle my case. If the Lawyers decide to withdraw from my case, they will try to protect my interests to the extent possible by giving me reasonable notice, allowing me time to obtain other lawyers, and giving me any papers and property in their possession which belong to me. The Lawyers have no duty to find other lawyers in the event they withdraw from my case.

## **MY RIGHT TO FIRE THE LAWYERS**

I realize that I have the right to fire the Lawyers at any time, even if I have no reason. If I fire the Lawyers, I understand that the Lawyers have a right to seek compensation on the basis of the contingent fee agreement, based on considerations that are beyond the value of the Lawyers' hourly rates in this matter and expenses.

## **CONCLUSION OF SERVICES**

If, upon investigation of this matter, the Lawyers find that no further action is warranted, the Lawyers will notify me by First Class Mail, sent to my last known address, that no further action is warranted and that this contract is terminated as a result.

## **THIS AGREEMENT REPLACES OTHER AGREEMENTS**

This agreement states the entire agreement between me and the Lawyers and takes the place of any earlier oral or written agreements. This agreement is to be interpreted in accordance with New York law. The terms of this agreement may only be changed by a separate written agreement signed and dated by me and the Lawyers.

## **PRESERVATION**

I agree to preserve documents and items in my possession or control that may be relevant to my claim. This includes, but is not limited to medical records, bills, electronic mail, Facebook, and/or other social media posts, blogs, photographs, videos, journals, calendars, etc. I understand that failure to preserve all relevant information could result in the eventual dismissal of my claim or other penalties or sanctions against me. If I have any questions, I will contact the Lawyers before taking any action to destroy or alter any relevant information or if I am uncertain whether a document or item is relevant.

## FILE RETENTION POLICY

I understand that the Lawyers have implemented a file-retention program under which they will keep my file for a certain number of years after termination of my representation. When my case is completed, the Lawyers will notify me that they are closing my file and that they will keep my file in storage for a stated number of years after the file's closure. After the stated number of years has passed, I will be contacted and my file either will be returned to me or will be destroyed in a manner that ensures confidentiality of the information contained therein.

## DISCLOSURE OF INSURANCE INFORMATION

Consistent with or as may be required by certain states' rules of ethics or for members of the bar, the Lawyers hereby confirms that it has Professional Liability insurance coverage that applies to and covers the legal services governed by this agreement.

## DISCLAIMER

The Lawyers cannot assure me that I will recover any sum or sums in this matter. I acknowledge that the Lawyers have made no promise or guarantees about the outcome of this matter.

## APPROVAL OF THIS AGREEMENT

I have read this agreement, I have asked the Lawyers all of the questions I have about this agreement, I understand the above terms, and I agree to the above terms. I further acknowledge receipt of a copy of this signed agreement.

DATE: \_\_\_\_\_

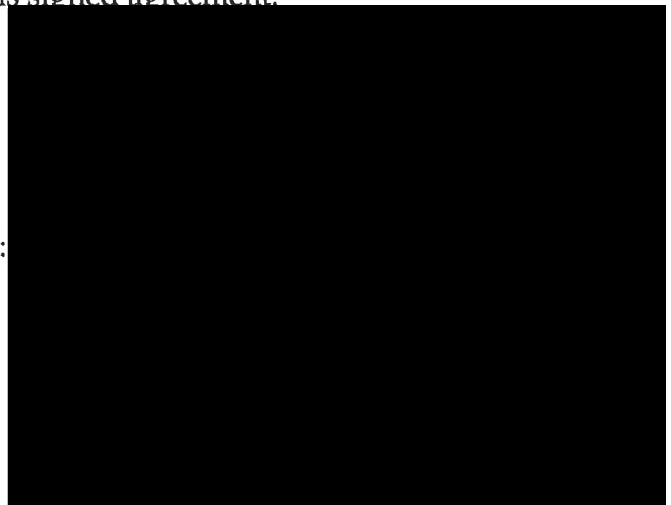
CLIENT:

NAME:

ADDRESS:

PHONE:

EMAIL:



The Lawyers will provide representation as per this Agreement, assuming that, upon investigation of this matter, we find that the matter warrants further action. If the matter does not warrant further action, the Lawyers will notify me by First Class Mail, at my last known address, that no further action is warranted and that this contract is terminated as a result.

JEFF ANDERSON & ASSOCIATES, PA

Dated: 1/30/20

By: [Signature]

STEVE BOYD, RC

Dated: 2/4/2020

By: [Signature]

LAFAYE, WEIN & FRAMMENT, PLLC

Dated: 2-4-2020

By: [Signature]

# EXHIBIT 10



JEFF ANDERSON & ASSOCIATES PA  
BEACHING ACROSS TIME FOR JUSTICE



THE LAW OFFICES OF  
Steve Boyd | John Elmore

## LAWYER-CLIENT CONTINGENT FEE AGREEMENT

### THE PURPOSE OF THIS AGREEMENT

I, [REDACTED] have hired the law firm of Jeff Anderson & Associates, PA and The Law Offices of Steve Boyd/John Elmore (the "Lawyers") to represent me in investigating and pursuing my claims for injuries and damages arising from sexual abuse against the Dioce of Buffalo, Sister  
of Mary, St Martin school, Berber  
I am not hiring the Lawyers for any other purpose and they have no obligation to represent me in any other matters. M. J. S.

### CONDITIONS

This agreement takes effect to commit the Lawyers to representation only when I return this signed copy to the Lawyers.

### SCOPE OF SERVICES

The Lawyers represent only me in the matter referenced above. This representation lasts until a settlement or final judgment. Any appeal or proceeding to collect a judgment requires agreement and a new fee agreement.

### RESPONSIBILITIES OF THE PARTIES

I authorize the Lawyers to take any steps they deem necessary to pursue a claim, including initiate litigation. I agree to cooperate in any way necessary, including promptly responding to letters, emails, and phone calls. I agree to keep the Lawyers updated on my contact information and developments in the case.

I understand the Lawyers may need to obtain my medical records, income tax records, or other records while investigating or pursuing my claims, and I hereby authorize them to do so. I also authorize the Lawyers to re-release copies of any of my records that they receive if, in their discretion, it would be appropriate to do so in the investigation or pursuit of my claims.

### ADVANCE WAIVER OF ACTUAL OR POTENTIAL CONFLICTS

The Lawyers may represent other individuals who were injured, and may have been injured by the same perpetrator and/or by the same defendant. It is possible that some of our present or future clients could have interests which conflict with yours, such as follows:

- (i) That there is a limited amount of funds available for all survivors of the same perpetrator or defendant due to insurance limits, bankruptcy, etc. and that the Lawyers' representation of other survivors may cause your recovery to be reduced.
- (ii) That the Lawyers' representation of another survivor of the same perpetrator or defendant may alert the defendants of the existence of a potential adverse witness to your case.

The Lawyers will advocate for each client individually.

By signing this agreement, I authorize the Lawyers to vigorously advocate for all of their clients, regardless of whether that may create a conflict to my interests even if that could reduce their recovery. As a condition to our undertaking this matter, I give my informed consent by initialing below and hereby waive any actual or potential conflict of interests and agree that the Lawyers may continue to represent or may undertake in the future to represent existing or new clients in any matter even if the interests of such individuals in those other matters are actually or potentially adverse to me.

Client's Initials: 

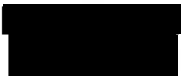
#### **LAWYERS' FEES**

As compensation to the Lawyers, I agree to pay the Lawyers one-third (33 1/3%) of the sum recovered. On a minor's case, a different fee may be set by the court.

I understand that I can choose how costs and expenses are paid. Costs and expenses may either be advanced by me or the Lawyers. I may choose either option:

#### **PLEASE SELECT ONE:**

           **OPTION 1:** The Lawyers will pay all expenses on their own account, regardless of the outcome of the matter. Under OPTION 1, I will not have to pay the Lawyers for expenses if they do not obtain a recovery for me. Fees will be computed on the gross sum recovered.

 **OPTION 2:** I will personally advance money for costs and expenses. I will be billed periodically for these expenses. Under OPTION 2, I remain liable for all costs and expenses regardless of the outcome of this matter. Fees will be computed on the net sum recovered after deducting expenses.

## **SETTLEMENT PAYMENTS OVER A PERIOD OF TIME**

If my case is settled in whole or in part by periodic payments (which is sometimes referred to as a structured settlement), the fee is based on the value of the settlement at the time of settlement, including the actual cost of the structure.

## **RESPONSIBILITY AND FEE SHARING**

Jeff Anderson & Associates and the Law Offices of Steve Boyd/John Elmore jointly assume responsibility for the representation of me. I acknowledge and agree that they will divide the Lawyers' Fees as follows: Jeff Anderson and Associates, PA will receive fifty percent (50%) and The Law Offices of Steve Boyd/John Elmore will receive fifty percent (50%) of the attorney fees' recovery.

## **MY RESPONSIBILITY TO PAY EXPENSES**

The Lawyers must pay expenses to handle my case. It is difficult for the Lawyers to accurately predict the amount and type of expenses they will have to pay. Some examples of these expenses are court filing fees, court-reporter fees, traveling and lodging expenses, consultant fees, expert-witness fees, computer-service fees, charges for telephone, postage, and photocopying, and charges for my records.

I permit the Lawyers to pay the expenses they decide, in their sole discretion, are appropriate in handling my case.

## **MY RIGHT TO APPROVE A SETTLEMENT**

My Lawyers will not settle my claims without my approval.

## **RECEIPT OF PROCEEDS**

By this agreement, I authorize the Lawyers to endorse any settlement or judgment proceeds and to be deposited into the Lawyers' trust account for disbursement in accordance with the provisions of this agreement.

## **LIEN**

I agree that the Lawyers have a lien on and a security interest in any recovery for their fees and expenses associated with their efforts on my behalf. That is true even if the Lawyers are fired by me or the Lawyers withdraw representation.

## **THE LAWYERS' RIGHT TO WITHDRAW**

I agree that the Lawyers may withdraw from my case if I do not cooperate in the handling of my case or if the Rules of Professional Conduct that apply to the Lawyers permit or require them to withdraw. I further agree that even after I start a lawsuit, the Lawyers may discover facts that lead them to recommend that I dismiss my lawsuit or that I hire other lawyers to handle my case. If the Lawyers decide to withdraw from my case, they will try to protect my interests to the extent possible by giving me reasonable notice, allowing me time to obtain other lawyers, and giving me any papers and property in their possession which belong to me. The Lawyers have no duty to find other lawyers in the event they withdraw from my case.

## **MY RIGHT TO FIRE THE LAWYERS**

I realize that I have the right to fire the Lawyers at any time, even if I have no reason. If I fire the Lawyers, I understand that the Lawyers have a right to seek compensation on the basis of the contingent fee agreement, based on considerations that are beyond the value of the Lawyers' hourly rates in this matter and expenses.

## **CONCLUSION OF SERVICES**

If, upon investigation of this matter, the Lawyers find that no further action is warranted, the Lawyers will notify me by First Class Mail, sent to my last known address, that no further action is warranted and that this contract is terminated as a result.

## **THIS AGREEMENT REPLACES OTHER AGREEMENTS**

This agreement states the entire agreement between me and the Lawyers and takes the place of any earlier oral or written agreements. This agreement is to be interpreted in accordance with New York law. The terms of this agreement may only be changed by a separate written agreement signed and dated by me and the Lawyers.

## **PRESERVATION**

I agree to preserve documents and items in my possession or control that may be relevant to my claim. This includes, but is not limited to medical records, bills, electronic mail, Facebook, and/or other social media posts, blogs, photographs, videos, journals, calendars, etc. I understand that failure to preserve all relevant information could result in the eventual dismissal of my claim or other penalties or sanctions against me. If I have any questions, I will contact the Lawyers before taking any action to destroy or alter any relevant information or if I am uncertain whether a document or item is relevant.



## FILE RETENTION POLICY

I understand that the Lawyers have implemented a file-retention program under which they will keep my file for a certain number of years after termination of my representation. When my case is completed, the Lawyers will notify me that they are closing my file and that they will keep my file in storage for a stated number of years after the file's closure. After the stated number of years has passed, I will be contacted and my file either will be returned to me or will be destroyed in a manner that ensures confidentiality of the information contained therein.

## DISCLOSURE OF INSURANCE INFORMATION

Consistent with or as may be required by certain states' rules of ethics or for members of the bar, the Lawyers hereby confirms that it has Professional Liability insurance coverage that applies to and covers the legal services governed by this agreement.

## DISCLAIMER

The Lawyers cannot assure me that I will recover any sum or sums in this matter. I acknowledge that the Lawyers have made no promise or guarantees about the outcome of this matter.

## APPROVAL OF THIS AGREEMENT

I have read this agreement, I have asked the Lawyers all of the questions I have about this agreement, I understand the above terms, and I agree to the above terms. I further acknowledge receipt of a copy of this signed agreement.

DATE: 7/19/19

CLIENT:

NAME:

ADDRESS:

PHONE:

EMAIL:

The Lawyers will provide representation as per this Agreement, assuming that, upon investigation of this matter, we find that the matter warrants further action. If the

matter does not warrant further action, the Lawyers will notify me by First Class Mail, at my last known address, that no further action is warranted and that this contract is terminated as a result.

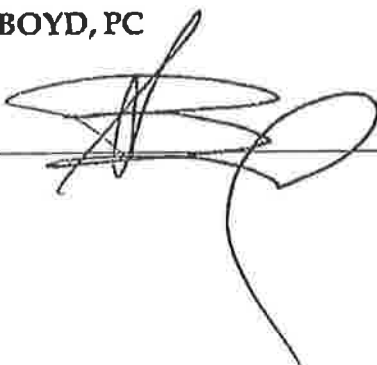
**JEFF ANDERSON & ASSOCIATES, PA**

Dated: 8/5/19

By: 

**STEVE BOYD, PC**

Dated: 8/2/19

By: 

# **EXHIBIT 11**



### LAWYER-CLIENT CONTINGENT FEE AGREEMENT

#### THE PURPOSE OF THIS AGREEMENT

I, [REDACTED], have hired the law firms of Jeff Anderson & Associates, PA and Steve Boyd, PC (the "Lawyers") to represent me in investigating and pursuing my claims for injuries and damages arising from sexual abuse against the **Diocese of Buffalo et al.** The Lawyers only represent me in the matter referenced above. This representation lasts until a settlement or final judgment. I am not hiring the Lawyers for any other purpose and they have no obligation to represent me in any other matters.

#### CONDITIONS

This agreement takes effect to commit the Lawyers to representation only when I return this signed copy to the Lawyers.

#### LEGAL FEES

As compensation to the Lawyers, I agree to pay the Lawyers one-third (33 1/3%) of the sum recovered. On a minor's case, a different fee may be set by the court.

#### LEGAL COSTS AND EXPENSES – DEFINITION OF "RECOVERED"

The Lawyers must pay expenses to handle my case. It is difficult for the Lawyers to accurately predict the amount and type of expenses they will have to pay. Some examples of these expenses are court filing fees, court reporter fees, traveling and lodging expenses, consultant fees, expert-witness fees, process server fees, charges for telephone, postage, and photocopying, and charges for records.

I permit the Lawyers to pay the expenses they decide, in their sole discretion, are appropriate in handling my case.

**I understand that I can choose how costs and expenses are paid.** Costs and expenses may be either advanced by the Lawyers or me. I may choose either option:

#### PLEASE CHECK AND INITIAL ONE:

[REDACTED] **OPTION 1:** The Lawyers will pay all costs and expenses of the litigation on their own account, regardless of the outcome of the matter. Under **OPTION 1**, I will not have to pay the Lawyers for costs and expenses if they do not obtain a recovery for me. Fees will be calculated on the gross sum recovered, including any awarded attorney's fees and/or costs, before deducting costs and expenses.

\_\_\_\_\_  
OPTION 2: I will personally advance the money for all costs and expenses. I will be billed periodically for these expenses. Under OPTION 2, I remain liable for all costs and expenses regardless of the outcome of the matter. Fees will be calculated on the net sum recovered after deducting costs and expenses.

If the Lawyers obtains a recovery for me, they will give me a written statement at the end of my case explaining the outcome of my case, the total recovery, the Lawyers' fees, the expenses I have to pay, and my net recovery.

#### **JOINT REPRESENTATION AND FEE SHARING**

Attorneys at Jeff Anderson & Associates, Terrence P. Higgins and Steve Boyd, PC jointly assume responsibility for the representation of me. I acknowledge and agree that as part of this agreement, the Lawyers will receive one third (1/3) of any monetary settlement, judgment or recovery in my case (hereinafter "Legal Fee"), in addition to disbursements or costs and expenses incurred during the litigation, as referenced in the earlier part of this Agreement. I acknowledge and agree that they will divide the Lawyers' Fees as follows: Terrence P. Higgins will receive 50% of the total fee. Of the *remaining* fee, Jeff Anderson and Associates, PA will receive 50% and The Law Offices of Steve Boyd/John Elmore will receive 50%. In no event shall the total fee exceed 33% of the total recovery.

#### **RESPONSIBILITIES OF THE PARTIES**

I authorize the Lawyers to take any steps they deem necessary to pursue a claim, including initiating litigation. I agree to cooperate in any way necessary, including promptly responding to letters, emails, and phone calls. I agree to keep the Lawyers updated on my contact information and as to all information relevant to my case or changes in circumstance(s) that may arise during my case.

I understand the Lawyers may need to obtain my medical records, income tax records, or other records while investigating or pursuing my claims, and I hereby authorize them to do so. I also authorize the Lawyers to re-release copies of any of my medical records that they receive to any third-party if, in their discretion, it would be appropriate to do so in the investigation or pursuit of my claims.

#### **ADVANCE WAIVER OF ACTUAL OR POTENTIAL CONFLICTS**

The Lawyers may represent other individuals who were injured, or may have been injured by the same perpetrator and/or by the same defendant. It is possible that some of the Lawyers' present or future clients could have interests which conflict with mine, such as follows:

- (i) That there is a limited amount of funds available for all survivors of the same perpetrator or defendant due to insurance limits, bankruptcy, etc. and that the Lawyers' representation of other survivors may cause my recovery to be reduced.
- (ii) That the Lawyers' representation of another survivor of the same perpetrator or defendant may alert the defendants of the existence of a potential adverse witness to my case.

The Lawyers will advocate for each client individually.

By signing this agreement, I authorize the Lawyers to vigorously advocate for all of their clients, regardless of whether that may create a conflict to my interests even if that could reduce my recovery. As a condition to the Lawyers' undertaking this matter, I give my informed consent by initialing below and hereby waive any actual or potential conflict of interests and agree that the Lawyers may continue to represent or may undertake in the future to represent existing or new clients in any matter even if the interests of such individuals in those other matters are actually or potentially adverse to me.

Client's Initials: [REDACTED]

#### **WITHDRAWAL, DISCHARGE AND LIEN**

I agree that the Lawyers may withdraw from my case at any time if I do not cooperate in the handling of my case, if the Rules of Professional Conduct that apply to the Lawyers permit or require them to withdraw, or if upon further review the Lawyers discover information that lead them to recommend that I dismiss my lawsuit or that I hire other lawyers to handle my case. If the Lawyers decide to withdraw from my case, they will try to protect my interests to the extent possible by giving me reasonable notice, allowing me time to obtain a new lawyer(s), and giving me any papers and property in their possession which belong to me. The Lawyers have no duty to find another attorney in the event they withdraw from my case.

I realize that I have the right to terminate the Lawyers at any time, even if I have no reason. If I terminate the Lawyers, I understand that the Lawyers have a right to seek compensation for their work performed pursuant to the above-referenced contingent fee agreement, based on the value of the Lawyers' hourly rates and other factors, and that they may also recover any and all disbursements, costs and/or expenses incurred in pursuing my case. I agree that the Lawyers have a lien on and a security interest in any recovery for their fees and expenses associated with their efforts on my behalf.

#### **DISCLAIMER**

The Lawyers cannot assure me that I will recover any sum or sums of money in this matter. I acknowledge that the Lawyers make no promise or guarantees about the outcome of this matter.

#### **SEVERABILITY IN EVENT OF PARTIAL INVALIDITY**

If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.

#### **APPROVAL OF THIS AGREEMENT**

I have read this agreement. I have asked the Lawyers all of the questions I have about this agreement. I understand the above terms, and I agree to the above terms. I further acknowledge receipt of a copy of this signed agreement.

DATE: \_\_\_\_\_ CLIENT: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

The Lawyers will provide representation as per this Agreement, assuming that, upon investigation of this matter, we find that the matter warrants further action. If the matter does not warrant further action, the Lawyers will notify me by First Class Mail, at my last known address, that no further action is warranted and that this contract is terminated as a result.

JEFF ANDERSON & ASSOCIATES, PA

DATE: 10/14/21

BY: 

STEVE BOYD, PC

DATE: \_\_\_\_\_

BY: 

TERRENCE P. HIGGINS

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

# **EXHIBIT 12**





JEFF ANDERSON & ASSOCIATES PA  
REACHING ACROSS TIME FOR JUSTICE



THE LAW OFFICES OF STEVE BOYD & JOHN ELMORE  
Steve Boyd John Elmore

## LAWYER-CLIENT CONTINGENT FEE AGREEMENT

### THE PURPOSE OF THIS AGREEMENT

I, [REDACTED] have hired the law firm of Jeff Anderson & Associates, PA and The Law Offices of Steve Boyd/John Elmore (the "Lawyers") to represent me in investigating and pursuing my claims for injuries and damages arising from sexual abuse against the Roman Catholic Diocese of Buffalo and other responsible parties.

I am not hiring the Lawyers for any other purpose and they have no obligation to represent me in any other matters.

### CONDITIONS

This agreement takes effect to commit the Lawyers to representation only when I return this signed copy to the Lawyers.

### SCOPE OF SERVICES

The Lawyers represent only me in the matter referenced above. This representation lasts until a settlement or final judgment. Any appeal or proceeding to collect a judgment requires agreement and a new fee agreement.

### RESPONSIBILITIES OF THE PARTIES

I authorize the Lawyers to take any steps they deem necessary to pursue a claim, including initiate litigation. I agree to cooperate in any way necessary, including promptly responding to letters, emails, and phone calls. I agree to keep the Lawyers updated on my contact information and developments in the case.

I understand the Lawyers may need to obtain my medical records, income tax records, or other records while investigating or pursuing my claims, and I hereby authorize them to do so. I also authorize the Lawyers to re-release copies of any of my records that they receive if, in their discretion, it would be appropriate to do so in the investigation or pursuit of my claims.

### ADVANCE WAIVER OF ACTUAL OR POTENTIAL CONFLICTS

The Lawyers may represent other individuals who were injured, and may have been injured by the same perpetrator and/or by the same defendant. It is possible that some of our present or future clients could have interests which conflict with yours, such as follows:

- (i) That there is a limited amount of funds available for all survivors of the same perpetrator or defendant due to insurance limits, bankruptcy, etc. and that the Lawyers' representation of other survivors may cause your recovery to be reduced.
- (ii) That the Lawyers' representation of another survivor of the same perpetrator or defendant may alert the defendants of the existence of a potential adverse witness to your case.

The Lawyers will advocate for each client individually.

By signing this agreement, I authorize the Lawyers to vigorously advocate for all of their clients, regardless of whether that may create a conflict to my interests even if that could reduce their recovery. As a condition to our undertaking this matter, I give my informed consent by initialing below and hereby waive any actual or potential conflict of interests and agree that the Lawyers may continue to represent or may undertake in the future to represent existing or new clients in any matter even if the interests of such individuals in those other matters are actually or potentially adverse to me.

Client's Initials: \_\_\_\_\_

#### LAWYERS' FEES

As compensation to the Lawyers, I agree to pay the Lawyers one-third (33 1/3%) of the sum recovered above \$600,000.00. There will be no legal fee for the first \$600,000.00 recovered.

The Lawyers will bear the cost off all expenses related to the case.

\_\_\_\_\_ will not be charged any expenses.

~~I understand that I can choose how costs and expenses are paid. Costs and expenses may either be advanced by me or the Lawyers. I may choose either option:~~

#### ~~PLEASE SELECT ONE:~~

~~\_\_\_\_\_ OPTION 1: The Lawyers will pay all expenses on their own account, regardless of the outcome of the matter. Under OPTION 1, I will not have to pay the Lawyers for expenses if they do not obtain a recovery for me. Fees will be computed on the gross sum recovered.~~

~~\_\_\_\_\_ OPTION 2: I will personally advance money for costs and expenses. I will be billed periodically for these expenses. Under OPTION 2, I remain liable for all costs and expenses regardless of the outcome of this matter. Fees will be computed on the net sum recovered after deducting expenses.~~

#### SETTLEMENT PAYMENTS OVER A PERIOD OF TIME

If my case is settled in whole or in part by periodic payments (which is sometimes referred to as a structured settlement), the fee is based on the value of the settlement at the time of settlement, including the actual cost of the structure.

## **RESPONSIBILITY AND FEE SHARING**

Jeff Anderson & Associates and the Law Offices of Steve Boyd/John Elmore jointly assume responsibility for the representation of me. I acknowledge and agree that they will divide the Lawyers' Fees as follows: Jeff Anderson and Associates, PA will receive sixty percent (60%) and The Law Offices of Steve Boyd/John Elmore will receive forty percent (40%) of the attorney fees' recovery.

## **MY RESPONSIBILITY TO PAY EXPENSES**

~~The Lawyers must pay expenses to handle my case. It is difficult for the Lawyers to accurately predict the amount and type of expenses they will have to pay. Some examples of these expenses are court filing fees, court reporter fees, traveling and lodging expenses, consultant fees, expert witness fees, computer service fees, charges for telephone, postage, and photocopying, and charges for my records.~~

~~I permit the Lawyers to pay the expenses they decide, in their sole discretion, are appropriate in handling my case.~~

The above paragraphs have been purposely deleted by the Lawyers.

## **MY RIGHT TO APPROVE A SETTLEMENT**

My Lawyers will not settle my claims without my approval.

## **RECEIPT OF PROCEEDS**

By this agreement, I authorize the Lawyers to endorse any settlement or judgment proceeds and to be deposited into the Lawyers' trust account for disbursement in accordance with the provisions of this agreement.

## **LIEN**

I agree that the Lawyers have a lien on and a security interest in any recovery for their fees and expenses associated with their efforts on my behalf. That is true even if the Lawyers are fired by me or the Lawyers withdraw representation.

## **THE LAWYERS' RIGHT TO WITHDRAW**

I agree that the Lawyers may withdraw from my case if I do not cooperate in the handling of my case or if the Rules of Professional Conduct that apply to the Lawyers permit or require them to withdraw. I further agree that even after I start a lawsuit, the Lawyers may discover facts that lead them to recommend that I dismiss my lawsuit or that I hire other lawyers to handle my case. If the Lawyers decide to withdraw from my case, they will try to protect my interests to the extent possible by giving me reasonable notice, allowing me time to obtain other lawyers, and giving me any papers and property in their possession which belong to me. The Lawyers have no duty to find other lawyers in the event they withdraw from my case.

#### **MY RIGHT TO FIRE THE LAWYERS**

I realize that I have the right to fire the Lawyers at any time, even if I have no reason. If I fire the Lawyers, I understand that the Lawyers have a right to seek compensation on the basis of the contingent fee agreement, based on considerations that are beyond the value of the Lawyers' hourly rates in this matter and expenses.

#### **CONCLUSION OF SERVICES**

If, upon investigation of this matter, the Lawyers find that no further action is warranted, the Lawyers will notify me by First Class Mail, sent to my last known address, that no further action is warranted and that this contract is terminated as a result.

#### **THIS AGREEMENT REPLACES OTHER AGREEMENTS**

This agreement states the entire agreement between me and the Lawyers and takes the place of any earlier oral or written agreements. This agreement is to be interpreted in accordance with New York law. The terms of this agreement may only be changed by a separate written agreement signed and dated by me and the Lawyers.

#### **PRESERVATION**

I agree to preserve documents and items in my possession or control that may be relevant to my claim. This includes, but is not limited to medical records, bills, electronic mail, Facebook, and/or other social media posts, blogs, photographs, videos, journals, calendars, etc. I understand that failure to preserve all relevant information could result in the eventual dismissal of my claim or other penalties or sanctions against me. If I have any questions, I will contact the Lawyers before taking any action to destroy or alter any relevant information or if I am uncertain whether a document or item is relevant.

#### **FILE RETENTION POLICY**

I understand that the Lawyers have implemented a file-retention program under which they will keep my file for a certain number of years after termination of my representation. When my case is completed, the Lawyers will notify me that they are closing my file and that they will keep my file in storage for a stated number of years after the file's closure. After the stated number of years has passed, I will be contacted and my file either will be returned to me or will be destroyed in a manner that ensures confidentiality of the information contained therein.

#### DISCLOSURE OF INSURANCE INFORMATION

Consistent with or as may be required by certain states' rules of ethics or for members of the bar, the Lawyers hereby confirms that it has Professional Liability insurance coverage that applies to and covers the legal services governed by this agreement.

#### DISCLAIMER

The Lawyers cannot assure me that I will recover any sum or sums in this matter. I acknowledge that the Lawyers have made no promise or guarantees about the outcome of this matter.

#### APPROVAL OF THIS AGREEMENT

I have read this agreement, I have asked the Lawyers all of the questions I have about this agreement, I understand the above terms, and I agree to the above terms. I further acknowledge receipt of a copy of this signed agreement.

DATE: 09/09/2019

CLIENT:

NAME:

ADDRESS:

PHONE:

EMAIL:

The Lawyers will provide representation as per this Agreement, assuming that, upon investigation of this matter, we find that the matter warrants further action. If the matter does not warrant further action, the Lawyers will notify me by First Class Mail, at my last known address, that no further action is warranted and that this contract is terminated as a result.

JEFF ANDERSON & ASSOCIATES, PA

Dated: 9/18/19

By: 

STEVE BOYD, PC

Dated: 9/18/19

By: 

# EXHIBIT 13

**FEE AGREEMENT**

██████████ (hereinafter referred to as "Client") agrees to retain Jeff Anderson & Associates, P.A. (hereinafter referred to as "JAA") to represent the foregoing regarding the matter of:

Claim for damages regarding sexual abuse against the Diocese of Buffalo

1. **CONDITIONS.** This agreement takes effect to commit JAA to representation only when the Client returns the signed copy to JAA.
2. **SCOPE OF SERVICES.** JAA represents the Client only in the matter referenced above. This representation lasts until a settlement or final judgment. Any appeal or proceeding to collect a judgment requires agreement and a new fee agreement.
3. **RESPONSIBILITIES OF THE PARTIES.** Client authorizes JAA to take any steps it deems necessary to pursue this claim including initiating litigation. Client agrees to cooperate in anyway necessary including promptly responding to letters emails and phone calls. Client agrees to keep JAA updated on their contact information and developments in the case.

Client authorizes the release of records (e.g. income tax records, medical records, hospital records, employment records, etc.) to others by JAA if it is deemed helpful or necessary to the case, and will sign documents needed for gathering such information.

Accepting or rejecting an offer of settlement will be the Client's sole decision. JAA will provide advice about that decision.

4. **OUTSIDE CLAIMS ON ANY RECOVERY OBTAINED.** Any private insurance company, Medicare or Medicaid that has paid for medical costs related to the injuries from your claim might have a claim to part of Client's recovery. The Client, not JAA, will undertake responsibility to notify any third party of a possible recovery if it appears there is a legal obligation to do so.
5. **ADVANCE WAIVER OF ACTUAL OR POTENTIAL CONFLICTS.** JAA represents many other individuals who were injured, and may have been injured by the same perpetrator or by the same defendant. It is possible that some of our present or future clients could have interests which conflict with yours, such as follows:
  - (i) That there is a limited amount of funds available for all survivors of the same perpetrator or defendant due to insurance limits, bankruptcy, etc. and that JAA's representation of other survivors which may cause your recovery to be reduced.
  - (ii) That JAA's representation of another survivor of the same perpetrator or defendant may alert the defendants of the existence of a potential adverse witness to your case.
  - (iii) JAA will advocate for each client individually.



By signing this agreement, the Client authorizes JAA to vigorously advocate for all of its clients, regardless of whether that may create a conflict to the Client's interests even if that could reduce their recovery. As a condition to our undertaking this matter, Client gives Client's informed consent by initialing below and hereby waives any actual or potential conflict of interests and agrees that JAA may continue to represent or may undertake in the future to represent existing or new clients in any matter even if the interests of such entities in those other matters are actually or potentially adverse to Client.

Client's Initials: 

6. **LEGAL FEES.** It is understood that recovery includes, but is not limited to, any settlement amount, judgment, award, or other compensation, as well as any awarded attorney's fees and/or costs.

**Client will pay no fee if there is no award or recovery.**

**Client will pay no costs if there is no award or recovery.**

As compensation to JAA, it is agreed that Client will pay JAA as follows:

- (i) If a settlement is obtained prior to the filing of a lawsuit (i.e. during the Diocese of Buffalo Independent Reconciliation and Compensation Program, a Contingent Fee of 25% of net recovery plus costs, expenses and disbursements as per (ii) and (iii). If a lawsuit is filed on behalf of Client, the Contingent Fee will increase to 33.33% of net recovery plus costs, expenses and disbursements as per (ii) and (iii). A lawsuit will not be filed without prior consent of client.
- (ii) Costs, expenses and disbursements include, but are not limited to, filing fees, deposition costs, expert witness fees, private investigator fees, transcript costs, mileage costs, document reproduction costs, witness fees, faxing of documents, service fees, medical report records costs, costs of work-related meals, travel and lodging, etc.
- (iii) Client understands that there may be costs, expenses, and disbursements that are shared by multiple clients when pursuing the same or similar defendants. Client understands that these costs, expenses and disbursements may be distributed to multiple clients in an equitable manner.
- (iv) If the case results in a structured settlement, payment of attorney's fees and costs will be made in full at the time the settlement agreement is reached. If for any reason a court awards hourly fees paid by the other side in a case, those court awards are in addition to the contingency fee.

If JAA is discharged or withdraws, the Client agrees that if a recovery is received JAA shall be paid a fee equal to the hours JAA has spent on this case multiplied by the hourly rate charged by the JAA attorneys and staff at the time of the signing of the agreement.

will serve as co-counsel and/or local counsel and will be paid out of the above-described contingent fee.

7. **DISCHARGE AND WITHDRAWAL.** Client may discharge JAA at any time, upon written notice to JAA. JAA may withdraw from representation of Client: (a) with Client's consent, (b)

upon court approval, (c) if no court action has been filed, for good cause and upon reasonable notice to Client. Good cause includes Client's breach of this contract, Client's refusal to cooperate with JAA or to follow JAA's advice on a material matter, or any other fact or circumstance that would render JAA's continuing representation unlawful or unethical.

8. **CONCLUSION OF SERVICES.** If, upon investigation of this matter, JAA finds that no further action is warranted, JAA will notify Client by First Class Mail, sent to Client's last known address, that no further action is warranted and that this contract is terminated as a result.
9. **LIEN.** Client hereby grants JAA a lien on any proceeds the Client receives in this action for any fees or unpaid costs owed JAA. That is true even if JAA is fired by the Client or JAA withdraws representation. You are encouraged to consult an independent lawyer of your own choice, with regard to this lien. By signing this, you agree that you had the opportunity to consult counsel and agree that JAA will have a lien as specified above.
10. **RECEIPT OF PROCEEDS.** All proceeds of the Client's case shall be deposited into JAA's trust account for disbursement in accordance with the provisions of this agreement.
11. **DISCLAIMER.** JAA cannot assure Client that he/she will recover any sum or sums in this matter. Client acknowledges that JAA has made no promise or guarantees about the outcome of this matter.

DATE: 5-25-18

CLIENT:

NAME:

ADDRESS:

PHONE:

EMAIL:

JAA agrees to provide representation of Client above-named as per this Agreement, assuming that, upon investigation of this matter, we find that the matter warrants further action. If the matter does not warrant further action, then JAA will notify the Client by First Class Mail, at Client's last known address, that no further action is warranted and that this contract is terminated as a result.

DATE: 5/29/18

JEFF ANDERSON & ASSOCIATES, P.A.

BY: Mike Reck

# EXHIBIT 14



JEFF ANDERSON & ASSOCIATES PA  
REACHING ACROSS TIME FOR JUSTICE

**FEE AGREEMENT**

[REDACTED] (hereinafter referred to as "Client") agrees to retain Jeff Anderson & Associates, P.A. (hereinafter referred to as "JAA") to represent the foregoing regarding the matter of:

Claim for damages regarding sexual abuse against the Diocese of Buffalo; Budists-Congregation of Jesus and Mary; and/or Cardinal Dougherty High School

1. **CONDITIONS.** This agreement takes effect to commit JAA to representation only when the Client returns the signed copy to JAA.
2. **SCOPE OF SERVICES.** JAA represents the Client only in the matter referenced above. This representation lasts until a settlement or final judgment. Any appeal or proceeding to collect a judgment requires agreement and a new fee agreement.
3. **RESPONSIBILITIES OF THE PARTIES.** Client authorizes JAA to take any steps it deems necessary to pursue this claim including initiating litigation. Client agrees to cooperate in anyway necessary including promptly responding to letters emails and phone calls. Client agrees to keep JAA updated on their contact information and developments in the case.

Client authorizes the release of records (e.g. income tax records, medical records, hospital records, employment records, etc.) to others by JAA if it is deemed helpful or necessary to the case, and will sign documents needed for gathering such information.

Accepting or rejecting an offer of settlement will be the Client's sole decision. JAA will provide advice about that decision.

4. **OUTSIDE CLAIMS ON ANY RECOVERY OBTAINED.** Any private insurance company, Medicare or Medicaid that has paid for medical costs related to the injuries from your claim might have a claim to part of Client's recovery. The Client, not JAA, will undertake responsibility to notify any third party of a possible recovery if it appears there is a legal obligation to do so.
5. **ADVANCE WAIVER OF ACTUAL OR POTENTIAL CONFLICTS.** JAA represents many other individuals who were injured, and may have been injured by the same perpetrator or by the same defendant. It is possible that some of our present or future clients could have interests which conflict with yours, such as follows:
  - (i) That there is a limited amount of funds available for all survivors of the same perpetrator or defendant due to insurance limits, bankruptcy, etc. and that JAA's representation of other survivors which may cause your recovery to be reduced.
  - (ii) That JAA's representation of another survivor of the same perpetrator or defendant may alert the defendants of the existence of a potential adverse witness to your case.
  - (iii) JAA will advocate for each client individually.

By signing this agreement, the Client authorizes JAA to vigorously advocate for all of its clients, regardless of whether that may create a conflict to the Client's interests even if that could reduce their recovery. As a condition to our undertaking this matter, Client gives Client's informed consent by initialing below and hereby waives any actual or potential conflict of interests and agrees that JAA may continue to represent or may undertake in the future to represent existing or new clients in any matter even if the interests of such entities in those other matters are actually or potentially adverse to Client.

Client's Initials:

6. **LEGAL FEES.** It is understood that recovery includes, but is not limited to, any settlement amount, judgment, award, or other compensation, as well as any awarded attorney's fees and/or costs.

**Client will pay no fee if there is no award or recovery.**

**Client will pay no costs if there is no award or recovery.**

As compensation to JAA, it is agreed that Client will pay JAA as follows:

- (i) A Contingent Fee of ~~33.33%~~ of net recovery after deduction for costs, expenses and disbursements as per (ii) and (iii).
- (ii) Costs, expenses and disbursements include, but are not limited to, filing fees, deposition costs, expert witness fees, private investigator fees, transcript costs, mileage costs, document reproduction costs, witness fees, faxing of documents, service fees, medical report records costs, costs of work-related meals, travel and lodging, etc.
- (iii) Client understands that there may be costs, expenses, and disbursements that are shared by multiple clients when pursuing the same or similar defendants. Client understands that these costs, expenses and disbursements may be distributed to multiple clients in an equitable manner.
- (iv) If the case results in a structured settlement, payment of attorney's fees and costs will be made in full at the time the settlement agreement is reached. If for any reason a court awards hourly fees paid by the other side in a case, those court awards are in addition to the contingency fee.

If JAA is discharged or withdraws, the Client agrees that if a recovery is received JAA shall be paid a fee equal to the hours JAA has spent on this case multiplied by the hourly rate charged by the JAA attorneys and staff at the time of the signing of the agreement.

will serve as co-counsel and/or local counsel and will be paid out of the above-described contingent fee.

7. **DISCHARGE AND WITHDRAWAL.** Client may discharge JAA at any time, upon written notice to JAA. JAA may withdraw from representation of Client: (a) with Client's consent, (b) upon court approval, (c) if no court action has been filed, for good cause and upon reasonable notice to Client. Good cause includes Client's breach of this contract, Client's refusal to cooperate

with JAA or to follow JAA's advice on a material matter, or any other fact or circumstance that would render JAA's continuing representation unlawful or unethical.

8. **CONCLUSION OF SERVICES.** If, upon investigation of this matter, JAA finds that no further action is warranted, JAA will notify Client by First Class Mail, sent to Client's last known address, that no further action is warranted and that this contract is terminated as a result.
9. **LIEN.** Client hereby grants JAA a lien on any proceeds the Client receives in this action for any fees or unpaid costs owed JAA. That is true even if JAA is fired by the Client or JAA withdraws representation. You are encouraged to consult an independent lawyer of your own choice, with regard to this lien. By signing this, you agree that you had the opportunity to consult counsel and agree that JAA will have a lien as specified above.
10. **RECEIPT OF PROCEEDS.** All proceeds of the Client's case shall be deposited into JAA's trust account for disbursement in accordance with the provisions of this agreement.
11. **DISCLAIMER.** JAA cannot assure Client that he/she will recover any sum or sums in this matter. Client acknowledges that JAA has made no promise or guarantees about the outcome of this matter.

DATE: 2/22/19

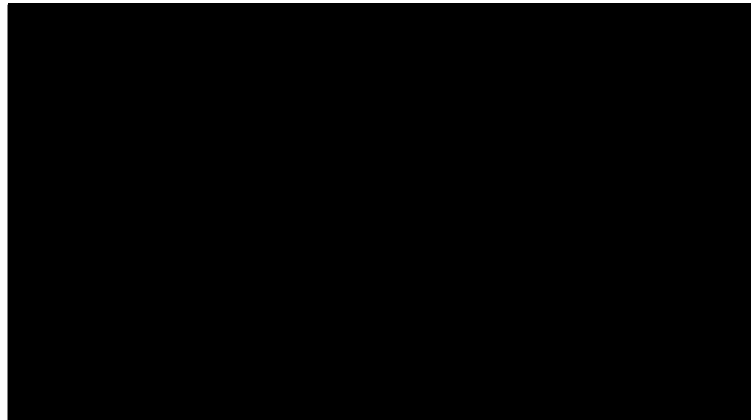
CLIENT:

NAME:

ADDRESS:

PHONE:

EMAIL:



JAA agrees to provide representation of Client above-named as per this Agreement, assuming that, upon investigation of this matter, we find that the matter warrants further action. If the matter does not warrant further action, then JAA will notify the Client by First Class Mail, at Client's last known address, that no further action is warranted and that this contract is terminated as a result.

DATE: 2/22/19

JEFF ANDERSON & ASSOCIATES, P.A.

BY: Mike Reck